

ZB# 93-52

Helen Gossett-Fox

73-6-11

Prelim:

Nov. 8, 1993.

(6 Variances)

Need new Notice

of Denial from B.D.

& Dev. coverage.

Need copy of:

- ① Need ~~it~~ ^{here}
- ② Title Report ^{here}
- ③ Photos ~~it~~ ^{here}
- ④ Fees: ① 50.00 ② 292.00.

Applicant to contact

B.D. w/ new #. ^{here}
on 12/13/93 ~~to~~ ^{to be sent out}

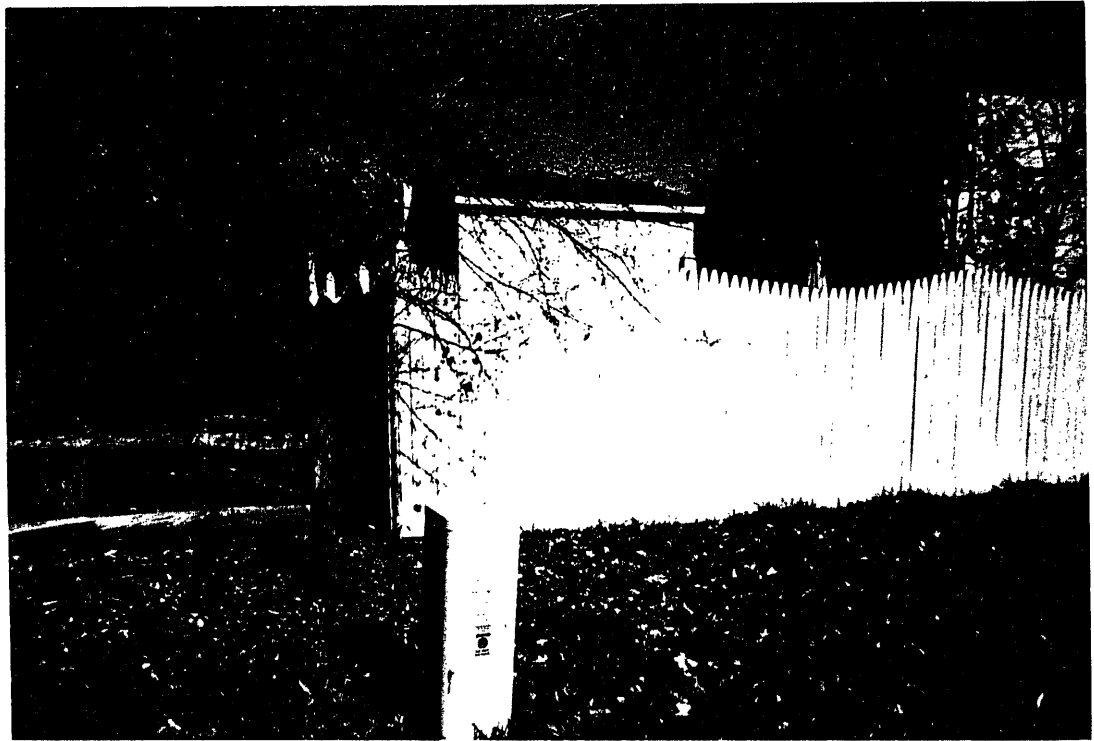
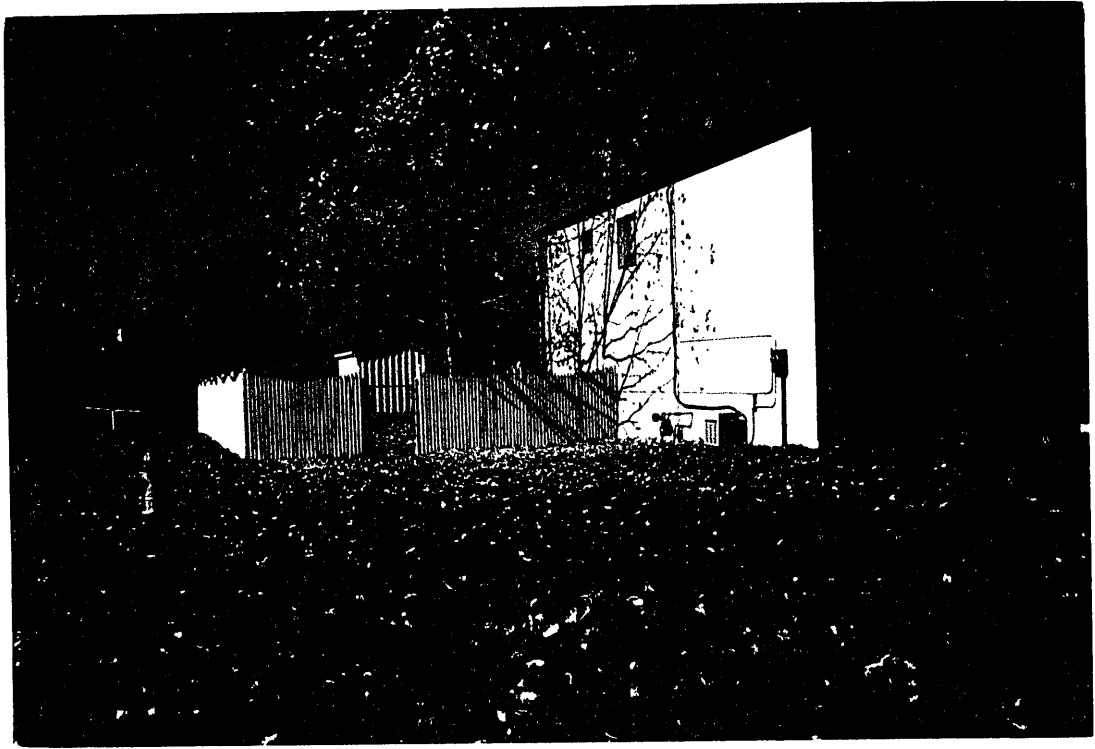
Public Hearing:

Jan. 10, 1994.

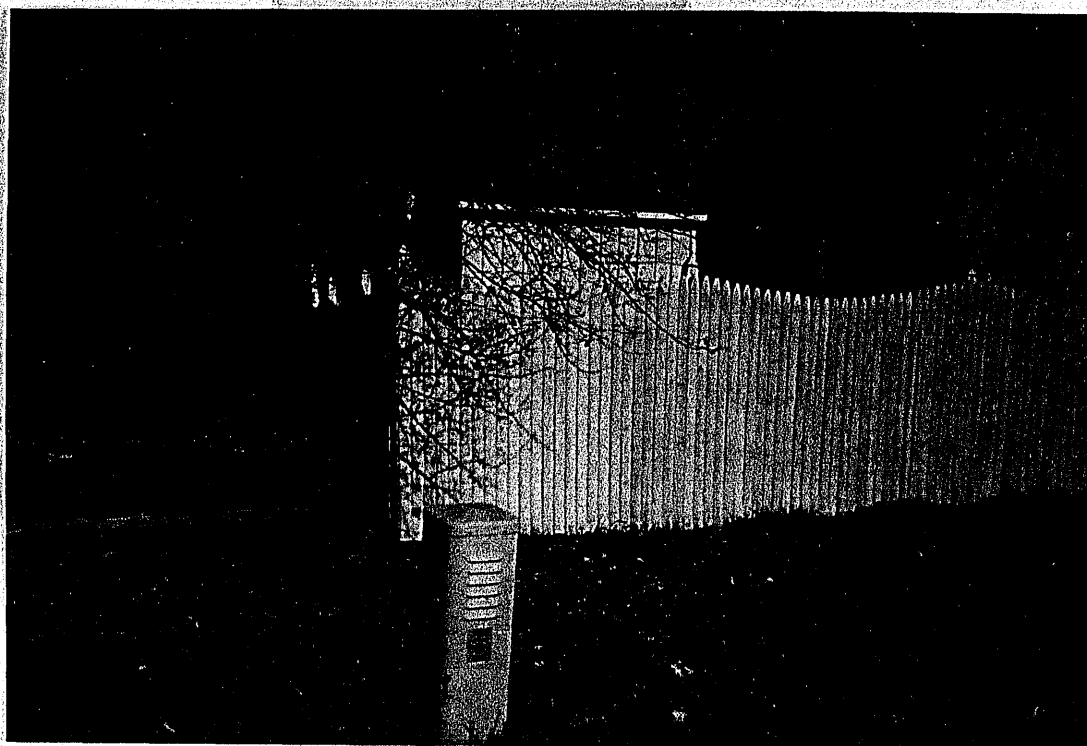
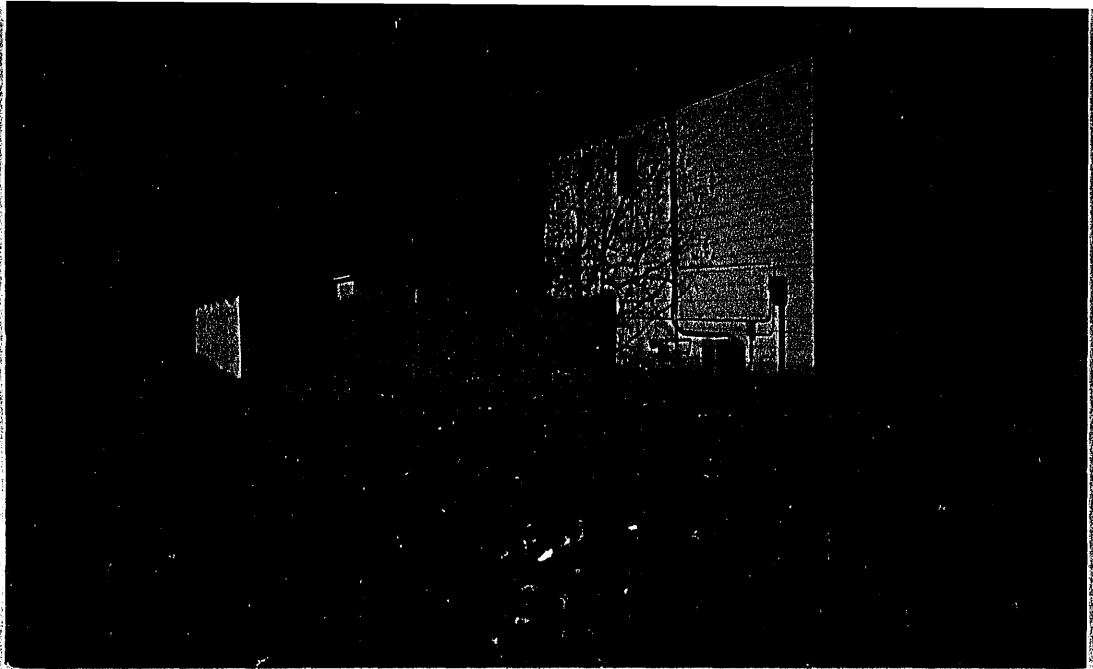
Area Variance

approved

#93-52 - Gossett - Fox, Helen
area - 6 variances



GENERAL RECEIPT



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13762

Dec. 2 1993

Received of Helene Joy \$ 50.00

Fifty and 00 DOLLARS

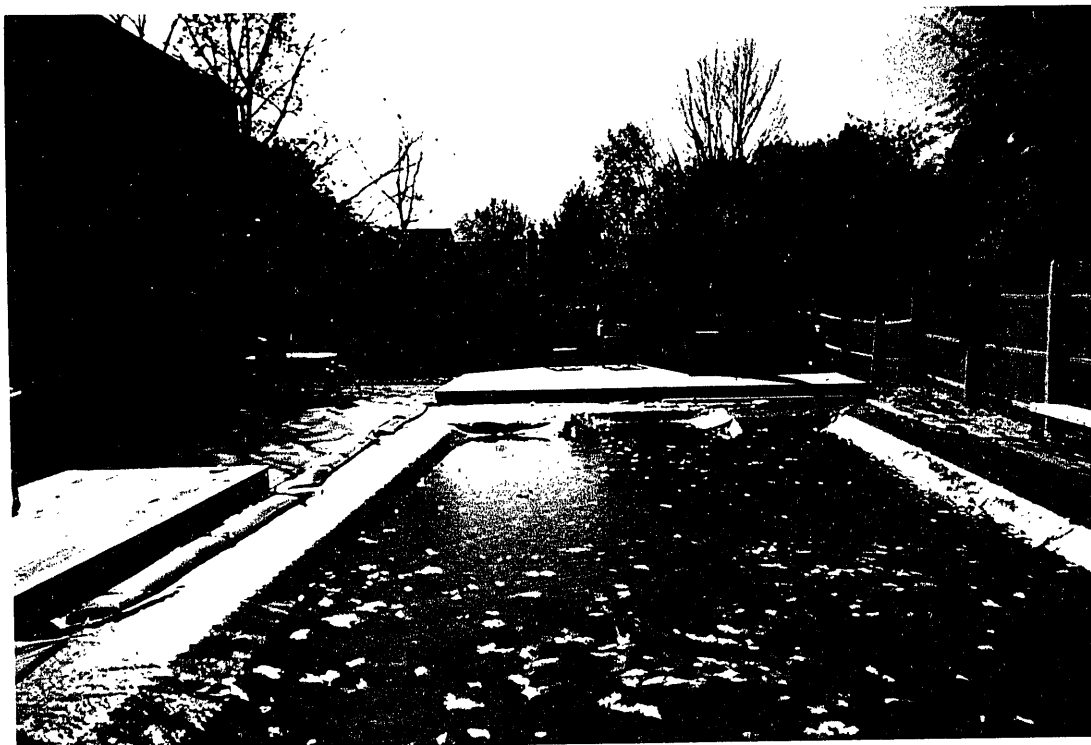
For 3BQ 93-52 App. Fee 100

DISTRIBUTION:

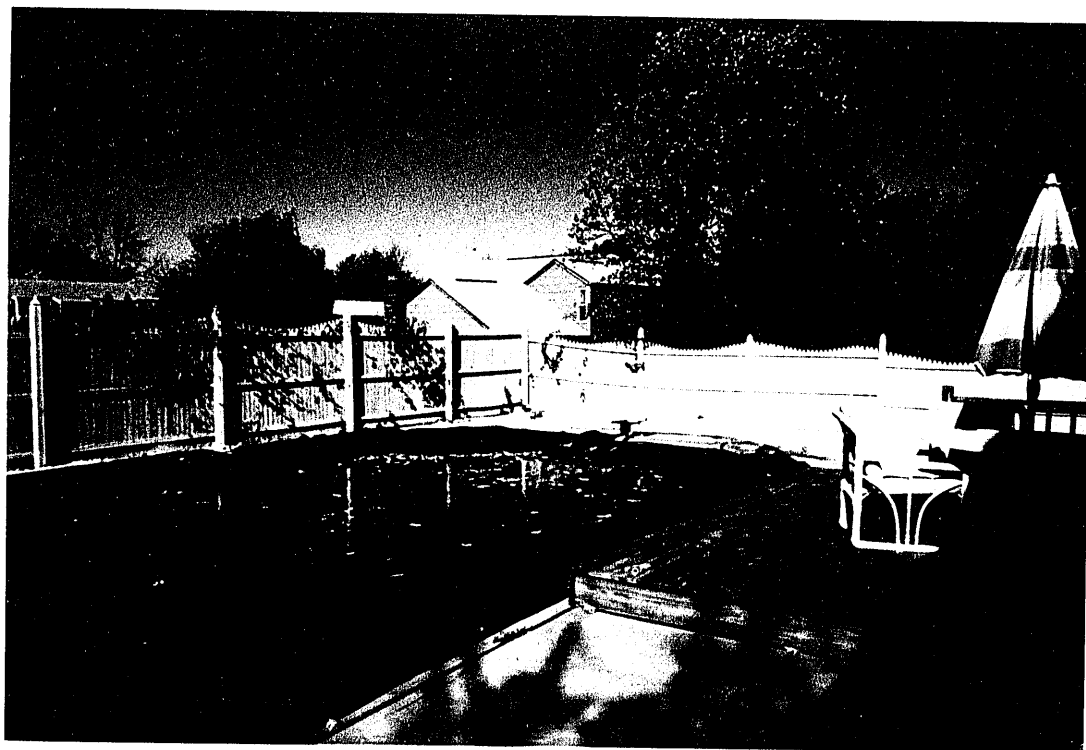
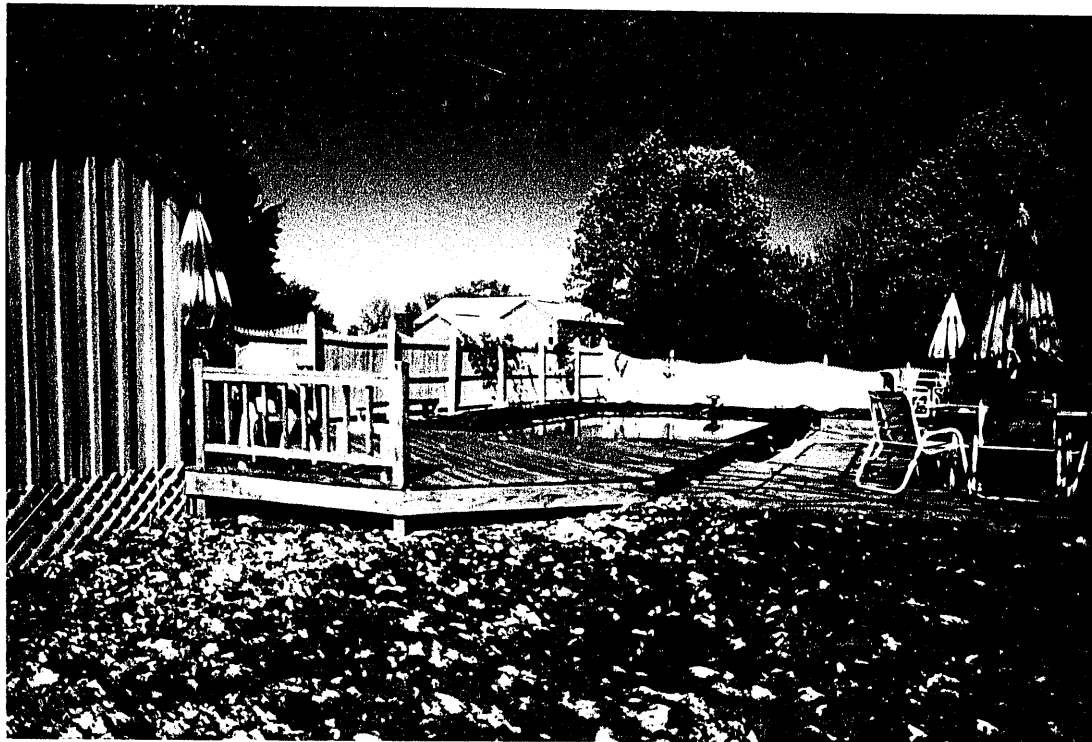
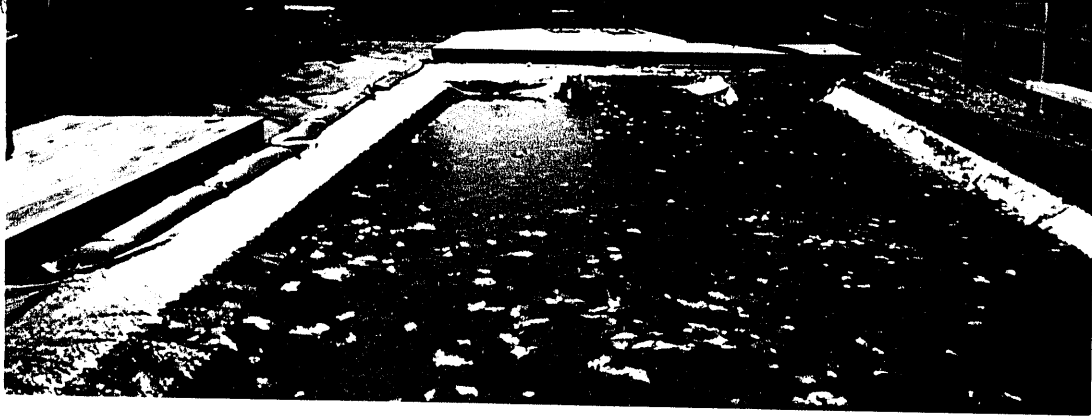
FUND	CODE	AMOUNT
CR #950		50.00

By Pauline H. Townsend

Town Clerk
Title



#43552 - (C.S.)
 021



Area - California

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Gossett-Jox, Helen

FILE # 93-52

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00
* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 292.00

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE \$ _____
2ND PRELIM. MEETING - PER PAGE \$ _____
3RD PRELIM. MEETING - PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ _____

ATTORNEY'S FEES:

PRELIM. MEETING- _____ HRS. \$ _____
2ND PRELIM. _____ HRS. \$ _____
3RD PRELIM. _____ HRS. \$ _____
PUBLIC HEARING _____ HRS. \$ _____
PUBLIC HEARING _____ HRS. (CONT'D) \$ _____
FORMAL DECISION _____ HRS. \$ _____
TOTAL HRS. _____ @ \$ _____ PER HR. \$ _____
TOTAL \$ _____

MISC. CHARGES:

_____ \$ _____
TOTAL \$ _____
LESS ESCROW DEPOSIT . . . \$ _____
(ADDL. CHARGES DUE) . . . \$ _____
REFUND TO APPLICANT DUE . . \$ _____

-----X

In the Matter of the Application of

HELENE GOSSETT-FOX,

DECISION GRANTING
AREA VARIANCES

#93-52.

-----X

WHEREAS, HELENE GOSSETT-FOX, 29 Aldo Court, Monroe, New York 10950, has made application before the Zoning Board of Appeals for a 2 ft. 5 in. variance for an existing shed and deck which are set back less than 10 ft. from a lot line, a variance for 10% developmental coverage, and variances from Sections 48-14A(4), 48-14A(1)(b), 48-14C(1)(c)[1] of the Supplementary Yard Regulations for the said existing shed, and deck less than 10 ft. from a lot line and for said existing 5 ft. high fence which projects nearer to the street on which the principal building fronts than such principal building, all located on a residential parcel on a corner lot at 413 Philo Street in an R-4 zone; and

WHEREAS, a public hearing was held on the 10th day of January, 1994, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of herself and spoke in support of the application; and

WHEREAS, THOMAS LAURINO and FRANCINE LAURINO, contract purchasers who actually took title to the residential dwelling while the variance paperwork was in progress, were present at the public hearing and stated for the record that they were both agreeable to Ms. Gossett-Fox presenting this application in their behalf; and

WHEREAS, there were no other spectators appearing at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to the required 10 ft. set back from any lot line of an accessory building (which includes the existing shed and deck) and fence height in order to maintain an existing shed, deck and a 5 ft. high fence which projects nearer to the street than the principal building to remain in their present location at the residential dwelling at the above address in an R-4 zone. In addition, the applicant is seeking permission to vary the provisions of the

bulk regulations pertaining to developmental coverage. The applicant is seeking permission to vary also the provisions of the Zoning Local Law of the Town of New Windsor at Section 48-14(A)(1)(b) which provides that an accessory building (which includes the shed and deck) shall be set back 10 ft. from any lot line. Further, the applicant is seeking to vary the provisions of Section 48-14A(4) which provides that no accessory building (which includes the fence in the front yard over 4 ft. high) shall project nearer to the street on which the principal building fronts than such principal building. Finally, the applicant is seeking to vary the provisions of Section 48-14(C)(1)(c)[1] which provides that the maximum permissible height of fences located between the principal building and the street or streets on which it fronts shall be 4 ft., except if a lower fence is required by Section 48-14B (an exception which is not relevant to the instant application), and thus includes the 5 ft. high fence.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the required accessory building set back from any lot line for the shed and deck; a variance for more than the allowable developmental coverage; a variance for accessory building (which includes the variance for a fence in front yard over 4 ft. high) which projects nearer to the street on which the principal building fronts than such principal building; and a variance for a 5 ft. high fence located between the principal building and the street or streets on which it fronts, all contrary to Sections 48-14A(1)(b), 48-14A(4), 48-14C(1)(c)[1], would be required in order to allow the existing shed, deck and 5 ft. high fence to remain in their present location, and for applicant to obtain a certificate of occupancy for the said existing shed, deck and 5 ft. high fence located at the residential dwelling at the above address, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that applicant constructed the pool, 2 decks, shed and 5 ft. high fence in 1986 or 1987 without the necessary approvals from the building inspector. Applicant was unaware that a variance would be required in order to locate one of the decks and the shed so close to the property line on her corner lot. Applicant placed the shed in its present location because it was to be used as a cabana for the pool. Applicant constructed the required 5 ft. high fence around the pool for safety reasons and was unaware that variances would be required in order to locate a 5 ft. high fence nearer to the street than the principal building. Since applicant has sold the residence with the shed, pool, decks and 5 ft. fence, the purchasers assumed that all of said existing improvements were legally located on the property. This was untrue and the applicant and now seeks variances so that the shed, one deck which required a variance and the 5 ft. high fence can remain in their present location.

5. The applicant now submits the instant application for a 2 ft. 5 in. area variance, and for Sections 48-14A(1)(b), 48-14A(4), 48-14C(1)(c)[1] of the Supplementary Yard Regulations in order to try to obtain a Certificate of Occupancy for the existing structures and to allow developmental coverage in excess

of the maximum permitted in the R-4 zone.

6. The evidence presented by the applicant indicated that the shed was placed in the yard adjacent to the pool so that it could be utilized as a cabana and cannot be moved to another area of the yard because it would lose its utility as a cabana. The shed and deck were located at the same 7 ft. 7 in. distance from the property line in order to allow sufficient usable room around the pool. This location generates the need for a 2 ft. 5 in. variance request since 10 ft. set back is required for said accessory buildings.

7. The evidence presented by the applicant indicated that the structures were placed in the yard in a manner which not only adds beauty to the yard but creates a functional area around the pool which applicant can enjoy during the summer months. The evidence presented by applicant indicated that the 5 ft. high fence, which is required by law when there is an inground pool on the premises, has added privacy for applicant and shrouds the yard from the neighbor's view. The applicant's property is a corner lot which creates a front yard on each street frontage pursuant to Section 48-14B(2). Thus, although the required 5 ft. high fence projects forward of the principal building, it visually is tied to the pool rather than obstructing the front yard.

8. The evidence presented by the applicant indicated that the residence was sold to LAURINO with the yard structures in place and applicant stated that it would constitute extreme economic hardship if applicant were forced to conform to the bulk regulations in the R-4 zone and required to remove same. Applicant stated that she would not have been able to realize the same return on her investment that she would have received if she had not made her property more saleable through the beautification of her backyard. Applicant indicated that if the structures were located in a conforming manner, there would have been insufficient space surrounding the pool to permit functional use of the same. This would have impaired the utility thereof and would have made the pool an uneconomic improvement to the lot.

9. The evidence presented by the applicant substantiated the fact that since the structures are located behind a 5 ft. fence, its impact on the neighboring properties is ameliorated, effectively concealing the structures from view. Applicant indicated that she located the shed and decks in what she believed to be the best spot in the yard in order to render same functional. All other locations would be less functional and would lack utility. Applicant also indicated that there is virtually no visual impact from the neighboring properties.

10. The evidence presented by the applicant, and the Board's familiarity with the area, indicated that the neighborhood surrounding the subject site is devoted to residential uses.

11. In addition, the Board finds that many of the neighboring properties are improved with sheds, decks and fences of a similar, or larger, size, some of which are as close to the

property line as the applicant's structures. In addition, the Board finds that the applicant has improved her lot to the extent that there is 40% developmental coverage thereon. The R-4 zoning district permits a maximum of 30% developmental coverage. The Board finds that the 10% variance applicant requires is warranted here because the gross lot area was required to be reduced by a variance crossing a portion of the property and the impact on neighboring properties from this excess of developmental coverage is deemed to be insignificant since the structures have been in place for 7-8 years and have not generated any adverse comment from the neighborhood at the public hearing.

12. It is the finding of this Board that the requested variances, if granted, will not blight the proper and orderly development and general welfare of the community since many of the residential dwellings located in the immediate area also have structures of comparable dimensions and sheds close to the property line.

13. Given these factors, it is the finding of this Board that the applicant's existing decks, shed, 5 ft. fence and pool have not had, and will not have, an adverse effect on property values in the neighborhood.

14. The evidence presented by the applicant further substantiated the fact that the requested variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the structures enhance the applicant's dwelling, are quite well concealed from view of the neighbors, and do not detract from the neighborhood.

15. It is the finding of this Board that the proposed variance will not adversely impact the public health, safety and welfare.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances are substantial in relation to the bulk regulations for required set back of accessory buildings, developmental coverage, and maximum fence height. However, it is the conclusion of this Board that the granting of the requested substantial area variances are warranted here because of the configuration of the lot, makes any other location less functional and diminishes utility. The presence of substantial fencing which is required by law for the inground pool, minimizes the adverse impacts on the neighborhood.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the

neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created since apparently she did not apply for building permits for each of the structures. She now is seeking to rectify the situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

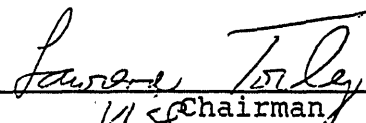
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 2 ft. 5 in. variance for an existing shed and deck, which are set back less than 10 ft. from a lot line, a variance for 10% developmental coverage, and variances from Section 48-14A(1)(b), 48-14A(4), 48-14C(1)c[1] of the Supplementary Yard Regulations for said existing shed, deck and 5 ft. high fence in order to allow the existing structures to remain in their present locations in an R-4 zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: March 28, 1994.



Vice Chairman

(ZBA DISK#10-012794.HGF)

GOSSETT-FOX, HELENE/LAURINO

MR. NUGENT: Request for 2 ft. 5 in. rear yard variance for shed, variance for 10% developmental coverage, also variances from Sections 48-14A(4), A(1)(b) for 5 ft. fence shed and deck at 413 Philo Street in an R-4 zone.

Mr. Gossett-Fox appeared before the board.

MR. LUCIA: Just add one section to that. It also involves variances from Section 48-14 (C) (1) c in brackets the numeral one and that is because we have a fence in the front yard which I take it is 5 feet high, is that correct?

MS. GOSSETT-FOX: That is correct.

MR. LUCIA: Or one of your front yards and maximum principal height of the front yard is 4 foot, okay. Explain to the board once again why it is you're here, what variances you need?

MS. GOSSETT-FOX: I'm seeking the variances on existing shed, deck and fence my home was sold to Mr. and Mrs. Laurino, who are here this evening and we did close on it finally however I do need the variances to complete the closing.

MR. LUCIA: Just for the record, Thomas Laurino is here and Francine are both here, do you mind just stating on the record that you are agreeable to Miss Gossett-Fox presenting this application on your property?

MR. LAURINO: Yes.

MR. LUCIA: Thank you.

MR. LANGANKE: Did you ask for a letter from us saying that it was in process?

MS. GOSSETT-FOX: Yes, the bank, I didn't need it, the bank accepted a copy of the notice that I gave them I also have letters if you need them from both the surrounding neighbors.

MR. NUGENT: Received and filed.

MR. LUCIA: I notice on the agenda we're looking for 2.5 inch rear yard variance for the shed, we discussed this at the preliminary, is that variance also for a deck on the same distance in the rear yard?

MS. GOSSETT-FOX: Yes.

MR. LUCIA: The deck is as close as the shed, do we need both since they are the same, I forget what we did at the preliminary to be honest with you.

MR. LUCIA: Pat just handed me page 4 of 6 on the Notice of Denial which it's crossed out, I think probably as a rear yard variance for the deck of 2.5 inches, it's exactly parallel to the shed so we just really need to add it in on the agenda. How long have you offered this property before the sale?

MS. GOSSETT-FOX: Since 1974.

MR. LUCIA: And do you know about when these improvements were put in, the shed and deck.

MS. GOSSETT-FOX: I believe it was 1986 or '87, '87.

MR. LUCIA: And thence about the same time?

MS. GOSSETT-FOX: Yes.

MR. LUCIA: Could you explain to the board why it was that you located them where you did?

MS. GOSSETT-FOX: Well, I just thought that it would be the best place to locate it, I have two decks back there and we put the shed next to the deck because we were going to use it as a cabana for the pool and then of course the fence which we had to.

MR. TORLEY: The fence is there for safety requirements?

MS. GOSSETT-FOX: Yes, it does.

MR. LUCIA: This property has two front yards, is that correct?

MS. GOSSETT-FOX: Yes, it's a corner lot.

MR. LUCIA: Shed and deck have been located in a conforming line, in other words, is there any way to pull them in enough so you would not have needed a variance?

MS. GOSSETT-FOX: Yes, it could have been.

MR. LUCIA: Problem with that would be you'd have inadequate space around the pool?

MS. GOSSETT-FOX: Correct.

MR. LUCIA: And because of that, do you feel that the amount of money you spent on the pool, deck and shed would not have been realized on a sale if it appeared to be obviously inadequate?

MS. GOSSETT-FOX: That is very true.

MR. LUCIA: Do you feel an undesirable change will be produced in the character of the neighborhood by this board granting this area variance?

MS. GOSSETT-FOX: No, not at all. I think it makes it look nicer.

MR. LUCIA: Would any detriment to nearby properties be created?

MS. GOSSETT-FOX: None whatsoever.

MR. LUCIA: Is the benefit you seek achievable for you to pursue other than an area variance?

MS. GOSSETT-FOX: Other than removing the existing structures, that is the only alternative.

MR. LUCIA: That would be prohibitively expensive?

MS. GOSSETT-FOX: Yes and I don't believe that Mr. and

Mrs. Laurino would like that. They bought the house knowing they have the existing structures.

MR. LUCIA: Is the requested area variance substantial that is in terms of numbers?

MS. GOSSETT-FOX: Yes.

MR. LUCIA: Will the proposed variance have an adverse effect or impact on physical or environmental conditions in the neighborhood?

MS. GOSSETT-FOX: Not at all.

MR. LUCIA: Was this difficulty self-created? Did you create the problem yourself?

MS. GOSSETT-FOX: Yes, I did.

MR. LUCIA: But you're now doing what you can to rectify it?

MS. GOSSETT-FOX: Correct.

MR. LUCIA: Thank you.

MR. NUGENT: Because she has a corner lot?

MR. LUCIA: Just a lot of structures and whatever.

MR. NUGENT: It appears that just looking at the pictures appears that she had a ton of room on the outside of the--

MR. BABCOCK: We asked her surveyor to do that calculation for us for the last meeting.

MR. TANNER: Some of that is grass, is road, right-of-way so that takes some of it.

MR. BABCOCK: They did that calculation and she's covering 40 percent and by law, she's only allowed to cover 30.

MR. LANGANKE: Busy little house there.

MR. BABCOCK: 30 percent is limited.

MR. TANNER: A lot of those decks are low decks.

MR. NUGENT: Any other questions by the board? We have no audience, right.

MRS. BARNHART: No.

MR. NUGENT: I'll close it for the public and open it back up to the board for any further questions or have a motion.

MR. LANGANKE: I make a motion we grant the applicant's request for a variance.

MR. TANNER: Second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Prelim.
Meeting:

Nov. 8, 1993

Page 1 of 6 pages

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 21, 1993

APPLICANT: HELEN GOSSETT-FOX
413 PHILO STREET
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21, 1993
FOR (BUILDING PERMIT): FOR EXISTING 8FT. X 10FT. SHED
LOCATED AT: 413 PHILO STREET

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 73, BLOCK: 6, LOT: 11
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. DOES NOT MEET MIN. 10FT. YARD SET-BACK.


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14-A-1-B	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.	10FT.	7FT. 7IN. 2FT. 5IN. ✓

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

1

Page 2 of 6 pages

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 21, 1993

APPLICANT: HELEN GOSSETT-FOX
413 PHILO STREET
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21, 1993
FOR (BUILDING PERMIT): EXISTING 8FT. X 10FT. SHED
LOCATED AT: 413 PHILO STREET

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 73, BLOCK: 6, LOT: 11
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. SHED PROJECTS CLOSER TO ROAD THAN HOUSE.

Frank J. Jasi
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14 48 A(4).	

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

#2

Page 3 of 5 pages

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 21, 1993

APPLICANT: HELEN GOSSETT-FOX
413 PHILO STREET
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21, 1993
FOR (BUILDING PERMIT): FOR EXISTING 5FT. FENCE
LOCATED AT: 413 PHILO STREET

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 73, BLOCK: 6, LOT: 11
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 5FT. FENCE PROJECTS CLOSER TO ROAD THAN HOUSE. THIS IS A CORNER LOT.


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 4B-14C-1 48-140(1)	

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

3

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 21, 1993

APPLICANT: HELEN GOSSETT-FOX
413 PHILO STREET
NEW WINDSOR, N.Y. 12553

Amended

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21, 1993

FOR (BUILDING PERMIT): EXISTING 21FT. X 15FT/ WOOD DECK.

LOCATED AT: 413 PHILO STREET

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 73, BLOCK: 6, LOT: 11
ONE FAMILY

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING 21FT. X 15FT. WOOD DECK DOES NO MEET MIN. 10FT. SET-BACK.

Frank Jiri
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14 A-1-B	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQUIREMENTS	10FT.	7 FT. 7 IN. 2 FT. 5 IN.
	7 FT.	5 FT.

REVISED
11-30-93

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

4

Page 5 of 6 pages.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 21, 1993

APPLICANT: HELEN GOSSETT-FOX
413 PHILO STREET
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21, 1993

FOR (BUILDING PERMIT): EXISTING 21FT. X 15FT. WOOD DECK.

LOCATED AT: 413 PHILO STREET

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 73, BLOCK: 6, LOT: 11
ONE FAMILY

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING WOOD DECK PROJECTS CLOSER TO ROAD THAN THE HOUSE.


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14-A4	

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

5 (last page)

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18 pages.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 11-30-93

APPLICANT: HELEN GOSSETT-FOX
413 PHILLO STREET
NEW WINDSOR NY 12553

Amended

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 21-93

FOR (BUILDING PERMIT): _____

LOCATED AT: _____

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION 73 BLOCK 6 LOT 11

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

1. DEVELOPMENT COVERAGE
2. _____
3. _____
4. _____
5. _____

Michael E. Egan
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: <u>R4</u> USE <u>A-10</u>	_____	_____
MIN. LOT AREA _____	_____	_____
MIN. LOT WIDTH _____	_____	_____
REQ'D FRONT YD _____	_____	_____
REQ'D SIDE YD _____	_____	_____
REQ'D TOTAL SIDE YD _____	_____	_____
REQ'D REAR YD _____	_____	_____
REQ'D FRONTAGE _____	_____	_____
MAX. BLDG. HT. _____	_____	_____
FLOOR AREA RATIO _____	_____	_____
MIN. LIVABLE AREA _____	_____	_____
DEV. COVERAGE <u>30%</u>	<u>40%</u>	<u>10%</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

Thomas +
Francine
Lawrence

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-52

Date: 12/2/93

I. Applicant Information:

- (a) Helene Gossett-Fox 413 Philo St 782-6523
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 413 Philo St 73-6-11
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None.
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? April 1974
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

N/A
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. 6, L..
Sec. 48-14A(4), 48-14A(1)(b)

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>30%</u> %	<u>40</u> %	<u>10</u> %
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

My home was sold & the closing can not be completed without the C.O. for the fence, deck & shed. There are no violations to the existing structures, nor does it pose a health or safety hazard to the neighborhood or change the character of the neighborhood.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

N/A
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law,
Section _____, Table of _____ Regs.,
Col. _____.

(b) Describe in detail the proposal before the Board:

✓VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Nothing will not change as a result of the existing structures - The spirit & intent of the local law will not be changed. Structures are being maintained & do not upset or change the neighborhood in any way

IX. ✓ Attachments required:

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
✓ Copy of tax map showing adjacent properties.

- 4 -

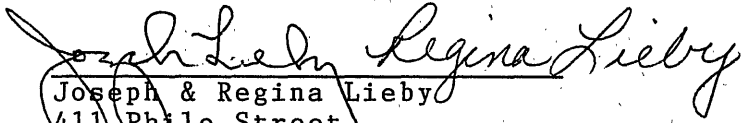
RAF - 1/10/94
ZBA

October 29, 1993

To: New Windsor Zoning Board

I have been informed by Helene Gossett-Fox, that the fence surrounding the pool on her property at 413 Philo Street is not far enough in from my property line, as called for by the Zoning Board of New Windsor.

Please note that I do not object to the fence remaining at its present location and do not intend to appear at the Zoning Board to object.


Joseph & Regina Lieby
411 Philo Street
New Windsor, NY.

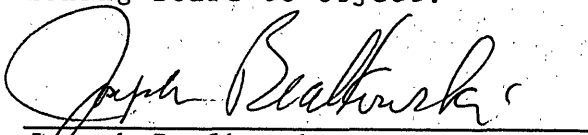
R&F - 1/10/94
ZBA.

October 29, 1993

To: New Windsor Zoning Board

I have been informed by Helene Gossett-Fox, that the fence surrounding the pool on her property at 413 Philo Street is not far enough in from my property line, as called for by the Zoning Board of New Windsor.

Please note that I do not object to the fence remaining at it's present location and do not intend to appear at the Zoning Board to object.

A handwritten signature in cursive script, reading "Joseph Bealkowski". The signature is written in dark ink and is positioned above a horizontal line.

Joseph Bealkowski
415 Philo Street
New Windsor, NY.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Helene Gossett-Fox

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#93-52.
-----x

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On December 13, 1993, I compared the 60 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
13th day of December, 1993.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)

Pls. publish immediately. Send bill to: Applicant
29 Aldo Court
Monroe, N.Y. 10950.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 52

Request of Helene Gossett-Fox / Thomas & Francine Laurino
for a VARIANCE of

the regulations of the Zoning Local Law to

permit existing shed, fence & wood deck w/ more than the
allowable developmental coverage; and existing structures
contrary to Sections 48-14 A(4), A(1)(b); and less than allowable
rear yard;

being a VARIANCE of

Section 48-14 A(4), A(1)(b), 48-12-Table of Use/Bulk Regs. -
Cols. G, L.
for property situated as follows:

413 Philo Street, New Windsor, N.Y.,
known as tax map Section 73-Blk. 6-
Lot 11.

SAID HEARING will take place on the 10th day of
January, 1994, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman

- By: Patricia A. Barnhart,
Secy.

Commitment for Title Insurance



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of the title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:

AFFIRMATIVE ABSTRACT, INC.
P.O. BOX 4552
NEW WINDSOR, NEW YORK 12553-4552
(914) 562-0162
FAX (914) 562-0528

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Countersigned by:

This commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CERTIFICATION PAGE

Title #AA931105

Effective Date: August 5, 1993

Redated:

PROPOSED INSURED:

PURCHASER: THOMAS J. LAURINO and FRANCINE LAURINO
MORTGAGEE: ARCS MORTGAGE, INC., its successors and/or assigns

AMOUNT OF INSURANCE:

MORTGAGE: \$133,000.00
FEE: \$148,000.00

THIS COMPANY CERTIFIES that good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this title report may be conveyed or mortgaged by:

HELENE R. GOSSETT, who acquired title by deed dated 5/14/91 made by BARRY J. GOSSETT and HELENE R. GOSSETT and recorded in the Orange County Clerk's Office on 5/16/91 in Liber 3444 of Deeds at page 73.

PREMISES DESCRIBED HEREIN IS KNOWN AS: 413 Philo Street

MUNICIPALITY: Town of New Windsor

COUNTY: Orange

TAX MAP DESIGNATION: 73-6-11

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Title #AA931105

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York being shown and designated as Lot 7, Block B as shown on certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 as Map #2869 (2 sheets).

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEY READING

Title #AA931105

Survey dated , made by , shows no encroachments or variations of lot lines, except the following:

SURVEY READING TO FOLLOW UPON OF RECEIPT OF SURVEY

PERSONAL INSPECTION

Personal inspection on shows no changes that may violate lot lines, except the following:

PERSONAL INSPECTION IF NEEDED TO FOLLOW UPON OF SURVEY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AFFIRMATIVE INSURANCE

Title #AA931105

Company will insure, for mortgage purposes, that the exercise of a rights set forth in utility easement in Liber 1110 Cp. 356, Liber 1136 Cp. 210, Liber 1149 Cp. 92, Liber 1341 Cp. 258, Liber 1427 Cp. 346, Liber 1769 Cp. 991, Liber 1769 Cp. 992, Liber 1931 Cp. 664, and Liber 1937 Cp. 548, Liber 1945 Cp. 348, Liber 2000 Cp. 548, 2000 Cp. 553, Liber 2001 Cp. 429, Liber 2008 Cp. 248, Liber 1900 Cp. 776 will not interfere with the use and enjoyment of the structures as same presently exist on the subject premises.

Company will insure, for mortgage purposes, that the exercise of a rights set forth in covenants and restrictions in Liber 2001 Cp. 429, Liber 1900 Cp. 788 and Liber 1447 Cp. 182 have not been violated and that a present or future violation thereof will not result in the reversion or forfeiture of title.

Company will insure, for mortgage purposes, that the exercise of a rights set forth in Liber 1103 Cp. 122 will not interfere with the use and enjoyment of the premises.

Company will insure, for mortgage purposes only, ingress and egress over Mac Nary Lane from the premises to the nearest public roadway; but company specifically excepts the rights of others over said Mac Nary Lane in Liber 1766 Cp. 834, Liber 1900 Cp. 776 and Liber 1649 Cp. 297.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

Title #AA931105

SCHEDULE B of the policy or policies to be issued will further contain exceptions to the following matters, unless same are disposed of to the satisfaction of the Company at or prior to closing:

1. Taxes, tax liens, tax sales and assessments set forth in separate schedule herein.
2. Water meter charges and sewer rents from the date of the last actual reading of the meter, including all charges entered hereafter, but which may include usage prior to the date of the policy to be issued herein.
3. Mortgage(s) returned herein (ONE) set forth in separate schedule herein. If the mortgage(s) returned herein is a (are) credit line mortgage(s) and is not specifically set forth on the recorded document, this Company requires that the pay off letter from the lending institution state the following language: "The credit line on the subject mortgage is frozen and the mortgagors cannot withdraw any further funds therefrom."
4. Easements, conditions, restrictive covenants, encumbrances, defects and objections of title: Utility easements and Right of Way in Liber 1110 Cp. 356, Liber 1136 Cp. 210, Liber 1149 Cp. 92, Liber 1341 Cp. 258, Liber 1427 Cp. 346, Liber 1769 Cp. 991, Liber 1769 Cp. 992, Liber 1931 Cp. 664, Liber 1937 Cp. 548, Liber 1103 Cp. 122, Liber 1447 Cp. 182, Liber 1649 Cp. 297, Liber 1766 Cp. 834, Liber 1900 Cp. 788, Liber 1945 Cp. 348, Liber 2000 Cp. 548, Liber 2000 Cp. 553, Liber 2001 Cp. 429, Liber 2008 Cp. 248 and Liber 1900 Cp. 776
5. Subject to rights and easements, if any, acquired by any public utility company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
6. Judgment, mechanic's lien and other lien search against THOMAS J. LAURINO and FRANCINE LAURINO discloses NOTHING FOUND.
7. Judgment, mechanic's lien and other lien search against HELENE R. GOSSETT discloses NOTHING FOUND.
8. Any state of facts an accurate survey may disclose.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B (CONTINUED)

9. The amount of acreage is not insured.
10. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to a title insurance company.
11. No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule A or which may cross over same.
12. Rights of present tenants, lessees or parties in possession.
13. The identity of the parties at the closing of this title should be established to the satisfaction of the closer and the Affidavit attached to this title report executed before a Notary Public at or prior to closing and provided to the closer.

The following matters are expressly excluded from the coverage of the policy, and the company will not pay loss or damage costs, attorneys' fees or expenses which arise by reason of:

14. a. Any law, ordinance or government regulation (including, but not limited to, building and zoning laws, ordinances or regulations) restricting, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of the Policy.

b. Any government police power not excluded by paragraph "a" above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of the Policy.
15. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the date of the Policy, but not excluding from coverage any taking which has occurred prior to

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B (CONTINUED)

the date of the Policy which would be binding on the rights of a purchaser for value without knowledge.

16. The company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over: (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided by the Public Health Law Section 1307.
17. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at the date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the Policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to the date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by the policy.
18. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of Federal bankruptcy, state insolvency or similar creditor's rights laws
19. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of Federal bankruptcy, state insolvency or similar creditor's rights laws that is based on: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the interest of the insured mortgagee as a result of the application of the doctrine of equitable

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B (CONTINUED)

subordination; or (iii) the transaction creating the interest on the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure; (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value of a judgement or lien creditor.

20. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at the date of the Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable business laws of the State of New York.
21. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage which is based upon usury or breach of any consumer credit protection or truth in lending law.
22. Any statutory lien for services, labor or material (or the claim of priority of any statutory lien for services, labor or material over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to the date of the Policy and is not financed in whole or in part by the proceeds of the indebtedness secured by the insured mortgage which, at the date of the Policy, the insured has advanced or is obligated to advance.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MORTGAGE SCHEDULE

Title #AA931105

MORTGAGOR: INDRO DEVELOPMENT CORP.

MORTGAGEE: HERITAGE SAVINGS BANK

AMOUNT: \$35,000.00

DATED: 1/18/74

RECORDED: 1/29/74

LIBER 1645 OF MORTGAGES AT PAGE 1121

ASSIGNED TO STATE OF NEW YORK MORTGAGE AGENCY DATED ON 8/30/74 RECORDED 9/10/74 IN LIBER 1657 AP. 245.

THE MORTGAGE RETURNED HEREIN, unless Company is provided with a pay-off letter to be verified at closing by the mortgagee or a Satisfaction of Mortgage in recordable form at or prior to closing, will appear as an exception from coverage in the policy to be issued hereunder.

THE INFORMATION SET FORTH HEREIN has been obtained from the recorded instrument. However, there are instances when the provisions of a mortgage are modified by agreements which are not recorded. This Company suggests that you communicate with the mortgagee if you desire additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to this Company as soon as is conveniently practicable to enable further searches to be made.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TAX SCHEDULE

Title #AA931105

COUNTY: Orange
MUNICIPALITY: Town of New Windsor
PREMISES ADDRESS: 413 Philo Street
TAX MAP DESIGNATION: 73-6-11
SCHOOL DISTRICT: Newburgh Central
PROPERTY SIZE: 116 x 86
PROPERTY CLASS CODE: 210
ASSESSED VALUATION:

LAND: \$10,000.00 TOTAL: \$41,100.00

ASSESSED TO: HELENE R. GOSSETT

1993 STATE, COUNTY AND TOWN TAXES: \$1,792.00 PAID
1992/93 SCHOOL TAXES: \$1,811.40 10/20/92
1993/94 SCHOOL TAXES ARE NOW A LIEN.

PAID WATER AND SEWER RECEIPTS TO BE PRODUCED AT CLOSING. POLICY WILL
ALL UNPAID WATER AND SEWER RENTAL CHARGES OR ASSESSMENTS IN THE ABS.
PAID BILLS AND RECEIPTS UNLESS PAID BILLS AND RECEIPTS ARE PRESEI
CLOSING.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MUNICIPAL SEARCH FOR INFORMATION ONLY

Title #AA931105

Municipal department searches for notices of violations of laws, regulations and ordinances filed therein, including searches for a Certificate of Occupancy or Building or other Permits are only made upon the specific request of the applicant. When requested, the search is made by the Building Department of the municipality where the subject premises lie and are referred to as "Record Searches". A "Record Search" only discloses those violations reported by the last inspection made by the Building Department and do not disclose the present condition, which can be ascertained only by requesting a new inspection of the subject premises and by the applicant paying the appropriate fee therefor. Municipal searches are not continued to the date of the closing by the Title Company, nor are new searches made in the event of an adjournment of the closing. All municipal searches are made at an additional charge to the applicant.

This Company does not, in any event, insure that the buildings or other improvements on the subject premises or the present use thereof comply with Federal, State and/or Municipal Laws, regulations and ordinances in that the aforementioned laws do not affect title to the subject premises and the Company therefor assumes no liability whatsoever by reason of the ordering of such municipal searches and does not insure the accuracy thereof. The municipal search is provided as a service for the benefit of the applicant and/or the applicant's lending institution.

The following information has been furnished by the Building Department, Town of New Windsor, County of Orange and State of New York:

Regarding the municipal search, see attached letter and enclosures, if any, from the said Building Department.

413 Philo Street is municipally maintained.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

JULY 13, 1993

AFFIRMATIVE ABSTRACT INC.
104 HOLLY DRIVE
NEW WINDSOR, N.Y. 12553

PROPERTY ASSESSED TO: HELENE R. FOX (GOSSETT) AND ADRIANE FOX
413 PHILO STREET
NEW WINDSOR, NY 12553
SECTION 73, BLOCK 6, LOT 11

DEAR SIR:

PLEASE FIND ENCLOSED A COPY OF THE CERTIFICATE OF OCCUPANCY #47
ISSUED APRIL 17, 1974 FOR THE ABOVE REFERENCED STRUCTURE.

PLEASE BE ADVISED THAT A BUILDING PERMIT #3748 WAS ISSUED JUNE
23, 1987 FOR AN INGROUND POOL. TO DATE NO CERTIFICATE OF
OCCUPANCY HAS BEEN ISSUED FOR THIS PERMIT. THE ASSESSOR'S
RECORDS INDICATE THE CONSTRUCTION OF A FENCE AND SHED WITHOUT A
BUILDING PERMIT.

PHILO STREET IS OWNED AND MAINTAINED BY THE TOWN OF NEW WINDSOR.

THIS LETTER HAS BEEN PREPARED AFTER INSPECTION OF THE RECORDS
AVAILABLE IN THE TOWN HALL. THE RECORDS INDICATE THAT THERE ARE
VIOLATIONS AT THE SUBJECT PREMISES. NO PERSONAL INSPECTION WAS
MADE BY THE UNDERSIGNED FOR THE PURPOSE OF PREPARING THIS LETTER.
THE TOWN OF NEW WINDSOR DOES NOT REPRESENT THAT THERE ARE NO
OTHER VIOLATIONS AT THE SUBJECT PREMISES, HOWEVER, THE TOWN WILL
REPRESENT THAT IT HAS NO KNOWLEDGE OF ANY OTHER VIOLATIONS AT THE
SUBJECT PREMISES.

THE INSPECTION OF THE RECORDS WAS PERFORMED AT THE REQUEST OF AN
INTERESTED PARTY. THE TOWN WILL NOT BE LIABLE FOR ANY LOSS OR
DAMAGE THAT MAY BE SUFFERED BY THE INTERESTED PARTY OR ANY OTHER
PARTY WHO MAY RELY ON THE CONTENTS OF THIS LETTER.

TITLE #9 NYCRR REQUIRES THAT A SMOKE DETECTOR BE INSTALLED PRIOR TO THE SALE OF THESE PREMISES. PLEASE SUBMIT TO THE FIRE INSPECTOR AT THE ABOVE ADDRESS THE ENCLOSED AFFIDAVIT OF COMPLIANCE INDICATING THAT A SMOKE DETECTOR HAS BEEN INSTALLED AND IS IN OPERATION.

VERY TRULY YOURS,

Michael Babcock
MICHAEL BABCOCK
BUILDING INSPECTOR

MB:ldm

Application No. _____ Permit No. 761-1973

Building Department

(CITY, TOWN OR VILLAGE) OF NEW WINDSOR 555 UNION AV
(Address and Telephone Number)County of: ORANGELocation: PHILO STREETMap No.: _____ Section: _____ Block: B Lot: 7**Certificate of Occupancy**No. 47-1974Date APRIL 17 1974

THIS CERTIFIES that the building located at premises indicated above, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated OCTOBER 2 1973, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law. The occupancy for which this certificate is issued is A

ONE FAMILY DWELLING

This certificate is issued to INBRO DEVELOPMENT CORP
(owner, lessee or tenant)
of the aforesaid building.

Howard R. Culbert
Superintendent of Buildings

(The Certificate of Occupancy will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before the issuance of the Certificate of Occupancy.)

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOMES

State of New York

)

SS:

County of Orange

)

1. (I) (We) are the transferor (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single station smoke detecting alarm device.

2. The property is a (one (two) family dwelling located at:

Address: _____

Town: _____ County _____

State _____ Zip Code _____

3. (I) (We) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferor L.S.

Transferor L.S.

Sworn to before me this _____ day

of _____, 19_____.

Notary Public

L1110

356

Form No. 409 (1-1-47)

TAKEN OFF
POLE 3316

NO. 200-848

ELW No. 443

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND NEW YORK TELEPHONE COMPANY, a domestic Corporation having its principal office (residence) at 140 WEST ST, NEW YORK, N.Y., is hereby acknowledged, the undersigned hereby grants, conveys unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the

TOWN of NEW WINDSOR, County of ORANGE, State of New York

Said easement and line shall extend from the property line of LITTLE BRITAIN ROAD on the WEST in a EASTERLY direction to the property line of BRUNE on the EAST

AND SHALL ALSO EXTEND TO OTHER PORTIONS OF THE PROPERTY OF THE UNDERSIGNED IF THE EXISTING LINE MAY BE EXTENDED SUBSEQUENTLY TO SUPPLY SERVICE TO ADDIT.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other apparatus and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects that may be necessary to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a substitute location and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove the line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND NEW YORK TELEPHONE COMPANY shall be held harmless by the undersigned for any damage to his—her—their—its property caused solely by the said Corporations in repairing the line to be used for this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered, on November 30, 1948

In the presence of:

Howard B. Hewitt

J. Stewart MacDonell

Residing at: NO NUMBER UNION AVE.
Number Street
NEW WINDSOR ORANGE
Town, City or Village County

* For number, street and city, town or village. If no street number put "(no street number)" after name of street.

(Over for Acknowledgment)

† If no street number put "(none)"

21136

Form 1, May 49

210

Gas Transmission Line - Easement Grant

W. Stewart Mac Gary Jr.
Union Ave. Town of New Windsor, Orange Co. N.Y.

THE STATE OF NEW YORK: ss. I, the County Clerk of the County of Orange, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same is on file in my office.

South West Side
North East Side

W. Stewart Mac Gary Jr. New Windsor

W. Stewart Mac Gary Jr.
New Windsor

South Road no number Poughkeepsie, New York

Received from Central Hudson Gas & Electric Company, on this 27th day of January 1950, the sum of One thousand and 00/100 Dollars (\$1,000.00) which is hereby accepted in full payment and satisfaction for the easement, right-of-way, right to construct, operate and maintain thereon and to repair, replace, protect and remove, mains, pipes, ducts, conduits and other appurtenances and fixtures adaptable to the present or future needs, uses and purposes of the grantee, its successors, assigns and lessees for the transportation or transmission of gas, natural, manufactured or mixed and to trim, cut and remove such trees and other objects on said right of way as in the judgment of the grantee is necessary for the construction, operation and maintenance of said pipe line, and all other rights granted to said Central Hudson Gas & Electric Company, its successors, assigns and lessees, by the undersigned, by an instrument bearing date the 15th day of July 1949 and recorded in the Orange County Clerk's office on the 26th day of September, 1949, in Liber 1136 of Deeds, at page 210. This right of way shall extend from Union Avenue on the south in a northerly direction to the property line of Steele on the north.

In the presence of:

Howard B. Hewitt
Spencer L. Smith

N. Stewart Mac Nary Jr. (L.S.)
no number Union Ave., (L.S.)
Town of New Windsor, Orange
County, New York.

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On this 27th day of January 1950, before me, the subscriber, personally appeared N. STEWART MAC NARY, to me personally known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Howard B. Hewitt
Notary Public
NEW YORK STATE
Notary Public in the State of New York #228
Residing at Newburgh, Orange Co., N.Y.
Certificate filed in this County 1948
By Commission Expires March 15th 1956

A true record entered February 10th 1950 at 12-10 P. M.

C. E. Henderson

Clerk

21341

258

In consideration of the sum of \$11.00 and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND NEW YORK TELEPHONE COMPANY, a domestic Corporation having its principal office (residence) at 1110 WEST STREET, NEW YORK, NEW YORK, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way 20' feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the TOWN of NEW WINDSOR, County of ORANGE, State of New York.

Said easement and line shall extend from the property line of 20000 on the EAST in a WESTERLY direction to the property line of UNION AVE on the WEST NEW FOR ONE GUY & ANOTHER ON EAST R. AND ONE GUY 12' 6" W. AM ABOUT 20' FEET WEST. SECOND GUY GIVE TO BE REACHED BY ONE 12' 6" W. AM

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporation(s), their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s); and provided that damage to the property owned by the undersigned caused solely by said corporation(s), their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered, on February 25, 1955, at New Windsor, Orange, N.Y. (L.S.)
In the presence of: John J. Barker Union Ave Orange N.Y. (L.S.)
Residing at: New Windsor Orange N.Y.
Town, City or Village County State

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW YORK

County of Orange

On this 25 day of FEBRUARY 1955, before me, the undersigned, personally appeared N. STEWART KACHARY to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he (severally) duly acknowledged to me that he executed the same.

John J. Barker Notary Public
FEB 25 1955

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County of
On this
described

21427

In consideration of the sum of \$ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND New York Telephone Co., a domestic Corporation having its principal office (residence)

at 110 West Street, New York, New York, is hereby acknowledged, the undersigned hereby grant(s) a conveyance(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way 20 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Paolo Bajfert on the east in a westerly direction to the property line of Bajfert on the west for a line on the northerly side of Union Avenue containing two (2) additional poles, two (2) anchors and necessary runs, and one (1) tree guy to be installed on present line.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporation(s), their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s); and provided that damage to the property owned by the undersigned caused solely by said corporation(s), their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered, on April 23, 1957 W. Stewart New Bay Jr. (L. S.)

In the presence of: Charles F. Winkler (L. S.)

Residing at: Union Ave
South Windsor, Orange Street
Town, City or Village County State

* If no street number put "Home".

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS.

STATE OF NEW YORK

County of Orange } ss:
On this 23 day of April, 1957, before me personally came Charles F. Winkler (subscribing witness)

with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Gen of Carmichael, N. Y., that he is personally acquainted with W. Stewart New Bay Jr. and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness was present and saw the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto.

FRANK W. SHAY
NOTARY PUBLIC, State of New York
Residing in Orange County, N. Y.
My Commission Expires March 20, 1958

Frank W. Shay Notary Public.

A true record entered May 31st, 1957 at 9:00 A. M.

H. E. ...

Clerk

Grant of Gas Lines Right of Way

In consideration of the sum of \$ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation (hereinafter called Central Hudson), domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, New York, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto Central Hudson, its successors, assigns, and lessees, an easement and right of way 10 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situate in the Town of New Windsor, County of Orange, State of New York.

Said easement and right of way shall extend from the premises hereinafter described to the premises hereinafter described, in, along and adjacent to proposed roads, streets, avenue and ways of a sub-division to be located on the premises conveyed by Alit Holding Corp. to Nuwin Holding Corp. by deed dated April 26, 1967 recorded May 8, 1967 in Liber 1767 of Deeds at Page 233, Orange County Clerk's Office, Goshen, New York.

Together with the right at all times to have access thereto across the remaining premises of the undersigned (said right of access to be confined to practicable and reasonable routes to be designated by the undersigned), and to enter thereon and to construct, relocate, operate and maintain and to protect, repair, replace and remove, in, upon, over and under the property covered by said easement and right of way any and all lines of pipes, mains, ducts, conduits, and all other appurtenances and fixtures adaptable to the present or future needs, uses and purposes of Central Hudson, its successors, assigns, and lessees for any public utility use; and provided that physical damage to the property owned by the undersigned, caused solely by Central Hudson, its successors, assigns and lessees shall be adjusted at the expense of Central Hudson, its successors, assigns and lessees.

Together with the permanent right also to trim, cut, and remove, at any time, such brush, trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of Central Hudson, its successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, pipes, mains, ducts, conduits and other appurtenances and fixtures or any thereof, which may hereafter be constructed on said right of way. Said right shall include the right to use chemical means of brush and tree removal only within the limits of the right of way, and then only when such use does not interfere with the right of the undersigned to cultivate his ground as hereinafter set forth.

Reserving unto the undersigned the right to cultivate the ground on said easement and right of way, and the right to cross and recross said easement and right of way, provided that such use of said grounds shall not interfere with, obstruct, or endanger any of the rights granted as aforesaid, and provided that no house or other structures shall be erected, no road, path or driveway shall be constructed, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without the written consent of Central Hudson.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, assigns, and lessees of the undersigned and Central Hudson.

Signed, sealed and delivered, on June 8, 1967.



(L. S.)

Street

Town, City or Village

State

NUWIN HOLDING CORP.

By: *[Signature]* (res. S.)

Residing at 340 E 67 Street

Number

Street

Town, City or Village

County

State

Subscribing Witness:

* If no street number put "none"

GRANT OF RIGHT OF WAY

LIBER 1931 PG 664

BETWEEN

Co.

The New York Telephone with principal offices at 140 West Street, New York, New York and Central Hudson Gas & Electric Corp. 284 South Ave., Poughkeepsie, N.Y. (hereinafter referred to as the Grantee), and the undersigned Inbro Development Corp. residence at 2000 Linwood Ave., Fort Lee, N.J. 07024. (hereinafter referred to as the Grantor)

NOW, therefore, for and in consideration of the sum of one (\$1.00) dollar, ~~the undersigned hereby acknowledges~~ receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its' respective successors, lessees and assigns a permanent easement for the right, privilege, and authority to construct, reconstruct, enlarge, relocate, replace, remove, operate, protect, inspect and maintain from time to time without notice to include

SECTION A: All necessary facilities including, but not limited to poles, wires, aerial cables, guys, anchors, crossarms, braces and associated plant adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

I SECTION B: All necessary facilities, including, but not limited to underground cables, pipes, mains, conduit, ducts, markers, appurtenances and associated service wires adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

SECTION C: _____

I SECTION D: The facilities will be placed within the 50 foot width of the streets of Woodwind Sub-division.

development and along the front, side and/or rear lot lines as the grantee deems necessary to meet the service needs as provided and determined by Grantee for said development now and in the future.

SECTION E: The property affected by the within Grant is a _____ foot strip of land having as its center line the location of facilities installed by Grantee herein the location of these facilities to be determined and approved by the Grantee and Grantor.

SECTION F: Rider attached hereto and made a part hereof.

SECTION(S) "B and D" will be the only section(s) applicable herein.

The undersigned hereby further grants permanent ingress and egress over, under and across the land with a permanent right to trim, cut, and remove at any time brush, trees and other objects as the Grantee deems necessary on said lands.

RECORD AND RETURN TO _____

GRANT OF RIGHT OF WAY

LIPER 1937 PG 548

BETWEEN

Co.
The New York Telephone with principal offices at 140 West Street, New York, New York and Central Hudson Gas & Electric Corp., 284 South Ave., Poughkeepsie, N.Y. (hereinafter referred to as the Grantee), and the undersigned Inbro Development Corp. residence at C/O Jack Rosen, 2000 Linwood Ave., Fort Lee N.J. (hereinafter referred to as the Grantor) 07024.

NOW, therefore, for and in consideration of the sum of one (\$1.00) dollar, ~~each to the other to have and~~ receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its' respective successors, lessees and assigns a permanent easement for the right, privilege, and authority to construct, reconstruct, enlarge, relocate, replace, remove, operate, protect, inspect and maintain from time to time without notice to include

SECTION A: All necessary facilities including, but not limited to poles, wires, aerial cables, guys, anchors, crossarms, braces and associated plant adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

X SECTION B: All necessary facilities, including, but not limited to underground cables, pipes, mains, conduit, ducts, markers, appurtenances and associated service wires adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

SECTION C:

X SECTION D: The facilities will be placed within the 50 foot width of the streets of Woodwind

development and along the front, side and/or rear lot lines as the grantee deems necessary to meet the service needs as provided and determined by Grantee for said development now and in the future.

SECTION E: The property affected by the within Grant is a foot strip of land having as its center line the location of facilities installed by Grantee herein the location of these facilities to be determined and approved by the Grantee and Grantor.

SECTION F: Rider attached hereto and made a part hereof.

SECTION(S) "B and D" will be the only section(s) applicable herein.

The undersigned hereby further grants permanent ingress and egress over, under and across the land with a permanent right to trim, cut, and remove at any time brush, trees and other objects as the Grantee deems necessary on said lands.

The property which the undersigned owns or in which the undersigned has an interest situate, On the Northerly side of Union Ave., bounded on the East by the lands of Brune, bounded on the North by the lands of Cerack, Steele, and Newburgh Superior Packing Co., bounded on the West by Heather Acres and Robert MacNary.

in the Town of New Windsor, County of Orange State of New York.

The terms hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of and as may apply to the undersigned and said corporations respectively.

In witness whereof, this instrument has been duly executed by the Grantor under seal this day of October, 19 72

WITNESS:

GRANTOR:

X Jack Rosen (L. S.)
Jack Rosen (Pres.)
2000 Linwood Ave. Fort Lee N.J.

(L. S.)

(L. S.)

Place Corporate Seal Above



LIBER 1937 PG 549

30^u

1948, between N. SIMONI and
 a female, now deceased

31.31.31 as a point in the southern line of Little Pointe, and a point which is a distance of 100 feet from the corner of said lots 13³ 43' East along said line of Little Pointe to the northwesterly corner of the lands of Montgomery, the said point of beginning being in square with the center line of the proposed future road leading to other lands of J. Howard and Mary, Sr., and said O. and Mary, parties of the first part hereto, and runs thence along the center line of said proposed road South 31° 18' East 200 feet, more or less, to a point.

Grant

1103cp122

The said proposed roadway or right of way hereby described embraces a width of 25 feet on each side of the described center line.

This right of way being over the last parcel described in a deed to N. Stewart Mac Nary, Sr., and Maud S. Mac Nary, which deed is dated November 6th, 1944 and recorded in the Office of the Clerk of Orange County on November 8th, 1944 in Liber 945 of Deeds at Page 11.

TO HAVE AND TO HOLD the said easement and privileges to the parties of the second part, their heirs and assigns forever or until the route over which the easement herein is granted becomes a public highway by act of the parties of the first part or by act of law.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of:

N. Stewart Mac Nary Sr. L.S.

L.S.

State of New York,
County of Orange, ss.:

On this 10 day of September, 1948, before me personally appeared N. Stewart Mac Nary, Sr., and Maud S. Mac Nary, to me known and known to me to be the persons described in and who executed the within instrument and he duly acknowledged to me that he executed the same.

[Signature]

(S)
Notary

1643
10/10/48

A true record entered October 29th 1948 at 9 A.M.

[Signature] Clerk.

This Indenture,

Made the 19th day of November in the year One thousand nine hundred and fifty-seven

BETWEEN N. STEWART MAC NARY, SR., ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXX~~ of the Town of New Windsor, Orange County, New York,
 having no street or number, ~~XXXXXXXXXX~~ party

of the first part, and THE COUNTY OF ORANGE, one of the Counties of the State of New York having its principal place for the transaction of business at No. 124 Main Street, in the Village of Goshen, County of Orange, State of New York, party of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of \$ 400.00 lawful money of the United States, paid by the said party of the second part, do hereby grant and release unto the said party of the second part, its successors and assigns forever,

ALL that piece or parcel of land for the County Road No. 59-New Windsor (Part 1) County Road No. 69, situated in the Town of New Windsor, Orange County, New York, as shown on Map No. 4 filed May 15, 1957, and described as follows:

BEGINNING at a point in the northeasterly boundary of the existing County Road No. 69 and in the line of lands of Teddy and Virginia Bajgert, said point being 25 feet distant measured northeasterly at right angles from Station 26+59 of the survey base line as shown on plans for the construction of said County Road No. 69 on file in the office of the County Supt. of Orange County and runs thence (1) northeasterly 13+ feet along the line of lands of Bajgert to a point, said point being 38 feet distant measured northeasterly at right angles from Station 26+58 of the survey base line; thence (2) S. 63° 04' 30" E. 272.61 feet to a point, said point being 42 feet distant measured northeasterly at right angles from Station 29+50 of the survey base line; thence (3) S. 71° 55' 00" E. 241.75 feet to a point in the line of lands of Dante and Eleanor Paolo, said point being 36.44 feet distant measured northerly at right angles from Station 32+00 of the survey base line; thence (4) southwesterly along the line of lands of Paolo, 14+ feet to a point in the northerly existing road boundary, said point being 23 feet distant measured northerly at right angles from Station 34+93 of the survey base line; thence (5) westerly and northwesterly along the northerly and northeasterly boundary of the existing County Road No. 69, 523+ feet to the point of beginning. Containing 0.344 acre of land more or less.

Being part of the premises described in a Deed from N. Stewart Mac Nary, Sr., to N. Stewart Mac Nary, Sr. & Georgina Mac Nary, husband and wife, by Deed dated November 30, 1956, and recorded December 2, 1956 in Liber 1470 of Deeds at Page 342 in the Office of the Clerk of Orange County, New York.

That Georgina Mac Nary died in the City of Newburgh, County of Orange, State of New York on the 6th day of September, 1956.

ROADS

1447082122

TOGETHER with the appurtenances and all the estate and rights of the said part ~~244~~⁷ of the first part in and to said premises

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever

AND the said ~~part 244~~^{1st} of the first part

Do hereby release the party of the second part from any damages resulting from the lawful use of said premises for and in respect of and covenant with the said party of the second part as follows:

FIRST. That the part ~~244~~⁷ of the first part ~~244~~⁷ seized of the said premises in fee simple and having good right to convey the same

SECOND. That the party of the second part shall quietly enjoy the said premises

THIRD. That the said premises shall be free from incumbrances

FOURTH. That the part ~~244~~⁷ of the first part will execute or procure any further necessary conveyance of the said premises

FIFTH. That the ~~part 244~~⁷ of the first part

SIXTH. That the party of the second part shall have consideration for this conveyance and will hold the

same for and in respect of and to be applied first for the purpose of paying the cost of the improvement and secondly for the payment of the cost of the improvement and thirdly for any other purpose

IN WITNESS WHEREOF the said part ~~244~~⁷ of the first part has hereunto set ~~his~~^{his} hand and seal

IN WITNESS WHEREOF the said party of the second part has hereunto set ~~his~~^{his} hand and seal

IN TESTIMONY OF

Stewart MacNary, Sr.
Stewart MacNary, Sr. (L.S.)

~~Stewart MacNary, Sr.~~ (L.S.)



184.

STATE OF NEW YORK
COUNTY OF Orange

On this 1st day of in the year One thousand
nine hundred and fifty-seven before me the subscriber personally appeared
N. STEWART MAC NARY, SR. ~~and N. STEWART MAC NARY, JR.~~

to me personally known to be the same person ~~as~~ ~~known~~ ~~and~~ ~~personally~~ ~~known~~ and who executed the foregoing
instrument and ~~he~~ ~~acknowledged~~ ~~to me~~ ~~that~~ ~~he~~ ~~executed~~ the
same.

Albert J. G. MacNary
Notary Public

~~ROBERT ROGER MACDONELL~~
~~NOTARY PUBLIC, STATE OF NEW YORK~~
~~QUALIFIED IN ORANGE COUNTY~~
~~TERM EXPIRES MARCH 30, 1958~~

~~ALBERT J. G. MACNARY~~
~~NOTARY PUBLIC, STATE OF NEW YORK~~
~~QUALIFIED IN ORANGE COUNTY~~

A true record entered November 22nd, 1957 at 12:00 NOON

H. C. G. MacNary Clerk

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

ORIGINAL

THIS INDENTURE

Made the 10th day of October, 1963, BETWEEN N. STEWART MAC MARY, SR., residing at Union Avenue (no street number), Town of New Windsor, Orange County, New York, party of the first part, and JACOB COPANS, residing at 90 Grand Street, City of Newburgh, Orange County, New York, and PAUL MAGLIATO, residing at 109 Henry Avenue, City of Newburgh, Orange County, New York, parties of the second part, WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 Dollars, lawful money of the United States, and other good and valuable consideration paid by the parties of the second part does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

ALL that certain tract or parcel of land, together with the buildings and improvements thereon situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and bounded and described as follows:

Beginning at a pipe in the northerly line of Union Avenue North 70° 51' West 50.14 feet from the southwest corner of lands conveyed to Phillip G. Paolo in Liber 1062 of Deeds at page 590 in the Orange County Clerk's Office (as said corner of Paolo has been modified by the widening of Union Avenue), (1) then North 23° 25' East 256.75 feet through lands of N. Stewart MacNary, Sr., and at an equal distance of 50.00 feet from the northwesterly line of lands of said Paolo and along the northwesterly line of a lane, as widened, to an iron pipe; (2) then North 68° 16' West 438.10 feet through lands of N. Stewart MacNary, Sr. (for 152.65 feet) and along lands of Lawrence F. MacNary (for 210.45 feet) and along lands of Ernest Young (for 75.00 feet) to an iron pipe; (3) then North 49° 10' 55" West 250.00 feet along lands of Theodore A. Bajgert to an iron pipe; (4) then North 28° 33' East 857.19 feet along lands of others and along a stonewall to a stake; (5) then North 61° 17' West 1,019.23 feet along lands of others and along a stonewall to a point at the southerly corner of lands of Robert Irving MacNary; (6) then North 32° 42' East 367.80 feet along said Robert Irving MacNary to a point; (7) then North 65° 13' West 397.92 feet along said Robert Irving MacNary (for 386.90 feet) and along lands of others (for 11.02 feet), and at an equal distance of 50.00 feet from lands of Newburgh Packing Company and lands of Otto Scheible, to a point; (8) then North 30° 58' West 348.41 feet along lands of others, and at an equal distance of 50.00 feet

LIBER 1649 PG 298

from lands of Otto Scheible and lands reputedly of Montgomery, to a point in the southeasterly line of the Little Britain Road (Route 207); (9) then North 59° 02' East 50.00 feet along the southeasterly line of the Little Britain Road to a point at the westerly corner of lands of said Montgomery; (10) then South 30° 58' East 333.00 feet along said Montgomery and along lands of said Otto Scheible to a point; (11) then South 65° 13' East 375.50 feet along said Otto Scheible and along lands of said Newburgh Packing Company and partially along a stonewall to a point; (12) then South 68° 03' East 433.19 feet along said Company and along a stonewall to a point; (13) then South 29° 52' East 88.00 feet along said Company and along the center line of a lane (33.00 feet wide) to a point; (14) then South 39° 13' East 97.50 feet along said Company and along said center line to a point; (15) then South 40° 53' East 462.90 feet along said Company and along said center line to a spike; (16) then South 41° 11' East 246.50 feet along said Company and along said center line to a spike; (17) then North 26° 52' East 1,088.95 feet along said Company and through said lane to the northeasterly side thereof and then along a stonewall to a point at the westerly corner of lands of Joseph P. Geraci (formerly Myron R. Steele); (18) then South 56° 54' East 817.00 feet along said Geraci (for 166.21 feet) and along lands of said Myron R. Steele (for 650.79 feet, more or less) and along a stonewall to a point; (19) then South 31° 15' West 1,715.47 feet along lands now or formerly of Brune and along a stonewall to a pipe at the northeasterly corner of lands of said Phillip G. Paolo; (20) then North 63° 19' West 255.26 feet along said Paolo and along a stonewall to a pipe at the southeasterly side of a lane; (21) then South 23° 25' West 532.07 feet along said Paolo and along the southeasterly side of said lane and partially along a stonewall to a point in the northerly line of Union Avenue (said point being 3.10 feet westerly from a concrete monument located in the northerly line of Union Avenue); (22) then North 70° 51' West 50.14 feet along the northerly line of Union Avenue to the point of beginning. Containing 49.553 acres, more or less. The foregoing description is made pursuant to a land survey by Theodore Jargstorff, licensed surveyor, of lands of N. Stewart Mac Nary, Sr., dated September 1963.

Being part of premises conveyed by N. Stewart Mac Nary, Sr., to N. Stewart Mac Nary, Sr., and Georgiana Mac Nary by Deed dated November 30, 1955 and

recorded on December 2, 1955 in Liber 1370 of Deeds at page 342 in the Orange County Clerk's Office.

That Georgiana Mac Nary died on September 6, 1956, in the City of Newburgh, Orange County, New York.

EXCEPTION NO. 1: Excepting and reserving rights of way conveyed by Nathan Stewart Mac Nary, Sr., to Robert Irving Mac Nary and Muriel Mac Nary by Deed dated, July 1, 1946 and recorded on July 11, 1946 in Liber 1007 of Deeds at page 14 in the Orange County Clerk's Office.

EXCEPTION NO. 2: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary to Phillip G. Paolo and Elisabeth H. Paolo by Deed dated October 6, 1947 and recorded on October 16, 1947 in Liber 1062 of Deeds at page 590 in the Orange County Clerk's Office.

EXCEPTION NO. 3: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary, Sr., to Myron R. Steele and Lois Steele by Deed dated December 1, 1947 and recorded on December 24, 1947 in Liber 1071 of Deeds at page 1 in the Orange County Clerk's Office.

EXCEPTION NO. 4: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary, Sr., to Otto Scheible and Loratta Scheible by Deed dated September 30, 1948 and recorded on October 29, 1948 in Liber 1103 of Deeds at page 122 in the Orange County Clerk's Office.

EXCEPTION NO. 5: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary to Central Hudson Gas and Electric Corporation and New York Telephone Company by Deed dated November 30, 1948 and recorded on January 7, 1949 in Liber 1110 of Deeds at page 356 in the Orange County Clerk's Office.

EXCEPTION NO. 6: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary, Sr., to Central Hudson Gas and Electric Corporation by Deed dated July 15, 1949 and recorded on September 26, 1949 in Liber 1136 of Deeds at page 210, and by Receipt dated January 27, 1950 and recorded on February 10, 1950 in Liber 1149 of Deeds at page 92 in the Orange County Clerk's Office.

EXCEPTION NO. 7: Excepting and reserving rights of way conveyed ^{by} N. Stewart Mac Nary to Central Hudson Gas and Electric Corporation and New York Telephone Company by Deed dated February 28, 1955 and recorded on April 5, 1955 in Liber 1341 of Deeds at page 258 in the Orange County Clerk's Office.

92-M

LIBER 1649 PG 300

EXCEPTION NO. 8: Excepting and reserving rights of way conveyed by N. Stewart Mac Nary, Sr., to Central Hudson Gas and Electric Corporation and New York Telephone Company by Deed dated April 23, 1937 and recorded on May 31, 1937 in Liber 1427 of Deeds at page 346 in the Orange County Clerk's Office.

EXCEPTION NO. 9: Excepting and reserving rights and privileges conveyed by N. Stewart Mac Nary, Sr., to Lawrence F. Mac Nary and Mary Mac Nary by Deed dated November 7, 1962 and recorded on February 15, 1963 in Liber 1633 of Deeds at page 1230 in the Orange County Clerk's Office.

EXCEPTION NO. 10: Excepting and reserving a right of way of ingress and egress over and upon a 50.00 feet wide existing lane and proposed road, starting at a point in the northerly line of Union Avenue and continuing for a distance of 256.75 feet as measured along the westerly line of said road to a point at the northeasterly corner of lands retained by N. Stewart Mac Nary, Sr. That this right of way shall only run in favor of said lands retained by N. Stewart Mac Nary, Sr., to wit: a lot of land 135.45 feet on southerly side along Union Avenue; 262.80 feet on westerly side; 152.65 feet on northerly side; 256.75 feet on easterly side along said right of way.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever,

AND the said party of the first part covenants as follows:

FIRST. - That the party of the first part is seised of the said premises in fee simple, and has good right to convey the same,

SECOND. - That the parties of the second part shall quietly enjoy the said premises;

THIRD. - That the said premises are free from incumbrances; except as aforesaid;

FOURTH. - That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. - That the party of the first part will forever warrant the title to said premises.

SIXTH. - That the grantor, in compliance with Section 13 of the Lien Law,

mit
the
deed
expire
8/3

CR

9-2-77

covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

IN PRESENCE OF:

Peter C. Patsalos

N. Stewart Mac Mary, Sr.
(N. Stewart Mac Mary, Sr.)

STATE OF NEW YORK:

: ss.:

COUNTY OF ORANGE :

On the 10th day of October, 1963, before me came N. STEWART MAC MARY, SR., to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

PETER C. PATSALOS
Notary Public, State of New York
Residing in Orange County
My Commission Expires Mar. 30, 1965

Peter C. Patsalos
Notary Public



ORIGINAL

N. STEWART MAC NARY, SR.,

Grantor

TO

JACOB COPANS and PAUL MAGLIATO,

Grantees

DEED

The land affected by the within
instrument lies in Town of New
Windsor, Orange County, New York.

Record and
return to:
David Copans, atty
161 Liberty St.
Newburgh, N.Y.

Charge to: 850
MacDowell and Patsalos
ATTORNEY AND COUNSELOR AT LAW
476 BROADWAY NEWBURGH, NEW YORK

Orange County Clerk's Office, ss.

Recorded at 11:24 day

of Oct 1963 at 19:55

o'clock A.M. in Liber 1649

..... at page 227

and Examined

A. E. Schuchman
..... Clerk

1649 re 302

cdR

This Indenture,

Made the 24th day of April
Nineteen Hundred and Sixty-Seven.

Between JACOB COPANS, of 57 Broadway, Newburgh, Orange County,
New York, and JOSEPHINE MAGLIATO, of 109 Henry Avenue, Newburgh, Orange
County, New York.

parties of the first part, and
ALIT Holding Corp., of 291 Broadway, Room 704, New York
City, New York.

Witnesseth that the parties of the first part, in consideration of

parties of the second part,
TEN ----- and no/000 ----- Dollars; (\$ 10.00),
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, do hereby grant and release unto the
parties of the second part, and assigns forever, all

DESCRIPTION ATTACHED HERETO



P/O 1649 497

DESCRIPTION OF DEED
(PROPERTY)

ALL that certain tract or parcel of land, ~~together with the tract~~ situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and bounded and described as follows:-

No. 1:

BEGINNING at a point in the northerly line of Mac Nary Lane, in line of lands with the lands now or formerly of Newburgh Packing Company, the said point being in range with the easterly line of lands of Robert I. Mac Nary and runs thence along said northerly line of Mac Nary Lane, South 68 degrees 03 minutes East 419.23 feet to a point in the center of Mac Nary Lane where said lane bends; thence along said centerline, the following three courses and distances: (1) South 29 degrees 52 minutes East 88 feet to a point. (2) South 39 degrees 13 minutes East 97.5 feet to a point. (3) South 40 degrees 53 minutes East 462.90 feet to a point; thence along other lands of N. Stewart Mac Nary, Sr., South 35 degrees 45 minutes West 209.27 feet to a point in line of lands of Wendover Homes, Inc., (formerly Joe Fernandez); thence along said lands North 61 degrees 17 minutes West 1019.23 feet to a point in the westerly line of a right of way, 30 feet wide; thence along said line North 32 degrees 42 minutes East 418.97 feet to the point or place of BEGINNING.

SUBJECT to any and all rights in common with others for ingress and egress, as of record, to the use of said right of way, 30 feet wide, and said Mac Nary Lane.

No. 2:

ALSO all that other piece or parcel of land adjacent to the easterly line of the Parcel No. 1 - described as follows:

BEGINNING at a point at the northeasterly corner of Parcel No. 1, the said point being in the center of Mac Nary Lane and runs thence along said centerline the following three courses and distances: (1) South 41 degrees 11 minutes East 246.50 feet to a point. (2) South 40 degrees 18 minutes East 408.0 feet to a point where said lane bends; thence continuing (3) South 23 degrees 25 minutes West 832.70 feet to a point; thence through a portion of said lane and along lands of Lawrence Mac Nary, etc., F. Mac Nary, etc., lands of Young and lands of Bajgar: the following two courses and distances: (1) North 69 degrees 16 minutes West 471.60 feet to a point. (2) North 49 degrees 14 minutes 55 seconds West 250.0 feet to a point in line of lands now or formerly

(continued)

of the said Joe Fernandez; thence along said line North 23 degrees 33 minutes East 857.19 feet to the southeasterly corner of the aforementioned Parcel No. 1; - thence along the easterly line of said Parcel, North 35 degrees 45 minutes East 209.27 feet to the point or place of BEGINNING.

EXCEPTING from the above, a parcel of land containing .656/1000 of an acre being described as follows:

BEGINNING at a point in the westerly line of Mac Nary Lane being on that portion of said lane which was recently widened from 33 feet to 50 feet, the said point being a distance of 463.25 feet measured on a course North 23 degrees 25 minutes East along said new line of Mac Nary Lane from the northerly line of Union Avenue, and runs thence from said point of beginning along the southerly line of the excepted parcel hereby described North 64 degrees 18 minutes West 150.10 feet to a point; thence along the westerly line of said parcel North 23 degrees 25 minutes East 188.88 feet to a point; thence South 65 degrees 35 minutes East 150.0 feet to a point in the westerly line of Mac Nary Lane; thence along said line South 23 degrees 25 minutes West 192.24 feet to the point or place of BEGINNING.

TOGETHER with the right and use, in common with others, over the said Mac Nary Lane for ingress and egress to the above described lands.

No. 3:

ALSO all that other piece or parcel of land adjacent to the north-easterly corner of Parcel No. 2 - described as follows:

BEGINNING at a point at the northeasterly corner of the lands of Paola, the said point being a distance of 510.2 feet measured on a course North 31 degrees 15 minutes East along the easterly line of said Paola lands from the centerline of Union Avenue and runs thence from said point of beginning along the northerly line of said lands, North 63 degrees 19 minutes West 271.8 feet to a point in the centerline of old Mac Nary Lane being in line of Parcel No. 2; thence along said line North 23 degrees 25 minutes East 553.70 feet to a point of bend in said line; thence continuing North 40 degrees 18 minutes West 408.0 feet to a point; thence North 26 degrees 52 minutes East along lands now or formerly of Newburgh Packing Company 1038.95 feet to a point in the middle of a stone fence in line of lands of H. R. Steele, etc.; thence along said line South 56 degrees 54 minutes East 817.0 feet to a point in the middle of a stone fence in line of certain farm lands of one Brune; thence along said line South 31 degrees 15 minutes West 1715.47 feet to the point or place of BEGINNING.

SUBJECT to any and all easements and rights of way of record and any use of Mac Nary Lane in common with others as of record.

(continued)

No. 4:

ALSO all that other piece or parcel of land being a section of Mac Nary Lane 50 feet wide extending along the westerly line of said Paola lands for a distance of 532.07 feet, on a course North 23 degrees 25 minutes East.

No. 5:

ALSO all that other piece or parcel of land now used as a road 50 feet wide being the westerly extremity of Mac Nary Lane and described as follows:

BEGINNING at a point in the southerly line of Little Britain Road, at the northwesterly corner of lands now or formerly of one Montgomery, and runs thence along the easterly line of Mac Nary Lane being along the westerly line of Montgomery lands and along lands of Schaible and lands of Newburgh Packing Company the following three courses and distances: (1) South 20 degrees 58 minutes East 333 feet to a point. (2) South 65 degrees 13 minutes East 375.50 feet to a point. (3) South 68 degrees 03 minutes East 13.96 feet to a point in the westerly line of Parcel No. 1, heretofore described; thence along said line South 32 degrees 42 minutes West 51.17 feet to a point in the southwesterly line of Mac Nary Lane; thence along said line of Lane the following two courses and distances: (1) North 65 degrees 13 minutes West 397.43 feet to a point. (2) North 30 degrees 58 minutes West 348.41 feet to a point in the southerly line of Little Britain Road; thence along said line North 59 degrees 02 minutes East 50.0 feet to the point or place of BEGINNING.

SUBJECT to any and all rights of way easements and right in use in common with others over Mac Nary Lane as of record.

CONTAINING 49 113/1000 acres, be the same more or less.

The said acreage includes all that portion of land extending along the northerly half portion of Mac Nary Lane being along the line of lands of Newburgh Packing Company.

STATE OF NEW YORK)
COUNTY OF ORANGE)

On the day of April, 1967, before me personally came
to me known, who, being by me duly sworn
did depose and say that he resides in
that he is the of
the corporation mentioned in, and which executed, the foregoing
instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Board of of said
corporation; and that he signed his name thereto by like order.

Orange County Clerk's Office, ss.
Recorded on the day
of 1967 at o'clock
P.M. in Liber
Book at page
and Examined
A.E. Clerk

61-1901



FULL COVENANT WITH LIEN COVENANT

JACOB COPERS and
JOSEPHINE MAGLIATO

TO

ALTE HOLDING CORP.,

Dated April 24, 1967.

SANFORD SILVER
291 Broadway
N.Y. N.Y. 10007

LIBER 1766 PG 839

HOWARD S. FLEISCHSTEIN &
EVERETT GRADNER
Attorneys for Sellers
161 Liberty Street
Newburgh, New York

Ameco Title Co. 10-

1900, n 788

AGREEMENT dated this 22nd day of February, 1972,
between UNION AVENUE DEVELOPERS, INC., ^{178 Grand, Newburgh, N.Y.} hereinafter referred to
as "Union", NUWIN HOLDING CORP., ^{room 911, 305 Broadway, N.Y.} hereinafter referred to as
"Nuwin" and SIKUY REALTY CORP., ^{1135 Broadway, N.Y.} hereinafter referred to as
"Sikuy".

W I T N E S S E T H.

WHEREAS, Nuwin is this day conveying to Union
certain lands in the Town of New Windsor; County of Orange
and State of New York, and

WHEREAS, Sikuy applied to the Town of New Windsor
for a minor subdivision, and

WHEREAS, the Town of New Windsor agreed to said
subdivision pursuant to certain terms and conditions, copies
of which were exhibited to Union, and

WHEREAS, Nuwin made certain guarantees to the Town
of New Windsor in connection with said subdivision, copies of
which were exhibited to Union.

NOW, THEREFORE, in consideration of One Dollar to
each in hand paid, receipt of which is hereby acknowledged,
Union agrees as follows:

1. UNION AVENUE DEVELOPERS, Inc. covenants and
agrees to execute, acknowledge and deliver to the Town of New
Windsor or any other municipality having jurisdiction thereof,
any and all papers and documents that may be required in
connection with said minor subdivision in the place and stead!

Don't

of Nuwin.

2. This agreement shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

UNION AVENUE DEVELOPERS, INC.

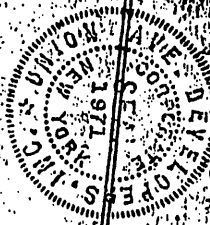
By Frank Lopez
President

NUWIN HOLDING CORP.

By William S. Dally
President

SIKUY REALTY CORP.

By William S. Dally
President



LEER 1900 PG 789

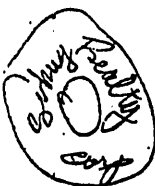
1000 790

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On the 22nd day of February, 1972, before me personally came JACK ROSEN to me known, who, being by me duly sworn, did depose and say that he resides at No. 2170 LINWOOD AVE FT. LEE, N.J., that he is the president of Union Avenue Developers, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Handwritten signature]

JOSEPH R. LOEB
Notary Public, State of New York
Residing in Orange County
My commission expires Mar. 30, 1972



Cop Seal NY 1970

STATE OF NEW YORK: COUNTY OF ORANGE SS:

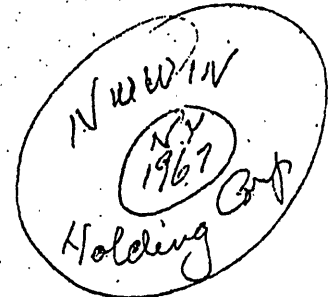
On the 22 day of FEBRUARY 1972, before me personally came NATHAN C. SELLS to me known, who, being by me duly sworn, did depose and say that he resides at No. 340 EGYPT ST. N.Y. that he is the PRESIDENT of NUWIN HOLDING CORP.; the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Signature]
Notary Public, State of New York
Residing in Orange County
My commission expires Mar. 30, 1972

STATE OF NEW YORK: COUNTY OF ORANGE SS:

On the 22 day of FEBRUARY 1972, before me personally came NATHAN C. SELLS to me known, who, being by me duly sworn, did depose and say that he resides at No. 340 EGYPT ST. N.Y. that he is the PRESIDENT of SIKWIT REACT CORP.; the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Signature]
JAMES R. LOEB
Notary Public, State of New York
Residing in Orange County
My commission expires Mar. 30, 1972



1 corp seal

LIBER 1900 pg 791

UNION AVENUE DEVELOPERS, INC.
and
NUWIN HOLDING CORP.
and
SIKUY REALTY CORP.

A G R E E M E N T

TOWN OF NEW WINDSOR
COUNTY OF ORANGE
STATE OF NEW YORK

SANFORD SILVER
Attorney at Law
291 BROADWAY
NEW YORK 7, N. Y.

Orange County Clerk's Office, S.S.
Recorded on the 9th day
of March 1952 at 2:44
o'clock P. M. in Liber 1900
Deeds at page 100
and Examined.

C. H. Winters Clerk

P. J. C. 111 5-50

EASEMENT FOR PUBLIC SEWER

FILED 1973 MAR 348

In consideration of the sum of One Dollar (\$1.00) lawful money of the United States, the receipt whereof is hereby acknowledged, the undersigned, INBRO DEVELOPMENT CORP., with offices at 508 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantor," hereby grant unto the TOWN OF NEW WINDSOR, a municipal corporation having its offices at 555 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantee," for the use of Sewer District No. 17, a perpetual right of way over the following parcel of land to enter upon and lay, install, operate, maintain and replace a pipe, manhole or manholes and appurtenances for conveying sewage under the property of the Grantor, situated in the Town of New Windsor, Orange County, New York, ~~the easement~~ which is more particularly described as follows;

BEGINNING at a point in the southerly line of lands of the Grantor, said point also being in the westerly line of Oxford Road, and running thence, along said southerly line of lands of the Grantor, N62° 12'20"W 553'+ to a point; thence, through lands of the Grantor, N27° 47'40"E 20'+ to a point; thence, still through lands of the Grantor, S62° 12'20"E 553'+ to a point in the aforementioned westerly line of Oxford Road; thence, along said road line, S27° 47' 40"W 20'+ TO THE POINT OR PLACE OF BEGINNING.

Together with a temporary easement, for construction purposes, five feet (5') from and parallel to the northerly and westerly lines of the above-described easement.

All of which is shown on a map entitled "Utility Easement in lands now or formerly of Inbro Development Corp, New Windsor Sewer District No. 17, Map 33, dated 26 March 1973," prepared by Elias D. Grevas, L.S., a copy of which is on file in the Town Clerk's Office.

The Grantor reserves the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sewer line or appurtenances thereto.

This grant is made upon the express conditions and reservations which shall continue and run with the land:

(a) That the Grantee shall, at its own cost and expenses after the completion of the original construction or the completion of future repairs to the sewer line, restore the surface of said lands and premises to substantially the same conditions as before such construction or repairs.

(b) That the sewer line and appurtenances places in or under said right of way shall, at all times, remain the property of the Grantee and under its

AY & SEAMAN
ENGINEERS AT LAW
1102 N. 2ND ST. NEW YORK 10002

Seaman
AY

control and supervision and the Grantor shall not interfere with or cause injury or damage to said sewer line or appurtenances.

This grant shall be binding upon the Grantor and the Grantee and their respective successors, heirs, or assigns.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 24 day of May, 1973.

INBRO DEVELOPMENT CORP.

BY:



Israel Ingberman

STATE OF NEW YORK:

ss.

COUNTY OF ORANGE:

On the 24 day of May, 1973, before me personally came Israel Ingberman, to me known, who, being by me duly sworn, did depose and say that he resides in 2277 Horatio Avenue, Brooklyn, New York that he is the Secretary of INBRO DEVELOPMENT CORP., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Elliott M. Weiner

ELLIOTT M. WEINER
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1975

MAHARAY & SEAMAN
ATTORNEYS AT LAW
POST OFFICE BOX 70 NY
NEW HARBOR, NEW YORK 10550

LIBER 1945 PG 349

039402

REAL ESTATE
TRANSFER TAX
STATE OF
NEW YORK
00.00
PB 10851

Sewer District #17

INBRO DEVELOPMENT CORP.

to

TOWN OF NEW WINDSOR

May 24th, 1973

Orange County Clerk's Office, s.s.

Recorded on the 14th day
of June 1973 at 10:25
o'clock A.M. in Liber 1945
Deed at page 348
and Examined.

A. N. Winter Clerk

ARTHUR O. MAHARAY
ATTORNEY AND COUNSELLOR AT LAW

542 UNION AVENUE
NEWBURGH, NEW YORK

LIBER 1945 pg 350

E A S E M E N T

SEP 20 1980 543

In consideration of the sum of One (\$1.00) Dollar lawful money of the United States, the receipt whereof is hereby acknowledged, the undersigned, IMBRO DEVELOPMENT CORP., a domestic corporation having an office at Nina Road, Town of New Windsor, Orange County, New York, hereinafter called, "Grantor", hereby grants unto the TOWN OF NEW WINDSOR, a municipal corporation having its offices at 555 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantee", a perpetual right of way over the following parcel of land for the use of Sewer District #17 to enter upon and lay, install, operate, maintain and replace a pipe line, manhole or manholes and appurtenances for conveying sewage under the property of the Grantor, situated in the Town of New Windsor, Orange County, New York, described as follows:

ALL that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, being an easement for utility purposes in Lot No. 10, Block A in the Woodwind Subdivision, more particularly described as follows:

BEGINNING at a point in the westerly line of lands of the Grantor, said point being the northwesterly corner of Lot No. 11, Block A, and the southwesterly corner of Lot No. 10, Block A in the aforescribed subdivision, and said point also being in the easterly line of lands now or formerly of Anthony and Emma Ciccone, and running thence, along said westerly line of lands of the Grantor, N27° 52' 13"E 54'+ to a point; thence, leaving said line, and through lands of the Grantor, S68° 02' 29"E 20'+ to a point; thence, still through lands of the Grantor, S27° 52' 13"W 56'+ to a point in the southerly line of the aforescribed Lot No. 10, thence, along the said southerly line of Lot No. 10, and the northerly line of Lot No. 11, Block A, N62° 07' 47"W 20'+ to the point or place of beginning.

ALL of which is shown on a map entitled "Utility Easement in Lands now or formerly of Imbro Development Corp.", dated 27 February 1974 and revised 4 October 1974, and prepared by Elias D. Grevas, L.S., a copy of which is annexed hereto.

The Grantor reserves the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sewer line or appurtenances thereto.

Sewer easement

This grant is made upon the express conditions and reservations which shall continue and run with the land:

[a] That the Grantee shall, at its own cost and expense after completion of the original construction or the completion of future repairs to the sewer line, restore the surface of said lands and premises to substantially the same conditions as before such construction or repairs.

[b] That the sewer line and appurtenances placed in or under said right of way shall, at all times remain the property of the Grantee and under its control and supervision and the Grantor shall not interfere with or cause injury or damage to said sewer line or appurtenances.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this 25th day of November, 1974.

INBRO DEVELOPMENT CORP.

BY: Israel Ingberman

Milton Fischer

TOWN OF NEW WINDSOR

BY: Milton Fischer, Supervisor

STATE OF NEW YORK)

COUNTY OF ORANGE : S.:

On this 25th day of November, 1974, before me personally came and appeared, ISRAEL INGBERMAN, to me known, who, being by me duly sworn, did depose and say that he resides at 2277 Homecrest Ave., Brooklyn, N. Y., that he is the Secretary, of Inbro Development Corporation, the domestic corporation described in and which executed the foregoing instrument; that he knows the seal of said domestic corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors

LIBER 2000 pg 549

- 2 -

LINE 2100 PG 550

of Inbro Development Corporation, and that he signed his name thereto by like order.

Stephen L. Reineke
Notary Public

STEPHEN L. REINEKE
Notary Public, State of New York
Qualified in Putnam County
Commission Expires March 30, 1975

STATE OF NEW YORK)
 : S.:
COUNTY OF ORANGE)

On this 12 day of ^{December} ~~October~~, 1974, before me personally came, Milton Fischer, to me known, who, being by me duly sworn, did depose and say that he resides at 1 Blooming Grove Turnpike, New Windsor, New York, that he is the Supervisor of the Town of New Windsor, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of New Windsor; that he signed his name thereto by like order.

Julius M. Ingrid
Notary Public

Notary Public, County of Orange
Reg. #36-9390700
Commission Expires 03-30-75

PHILO STREET

SEWER DISTRICT NO. 17

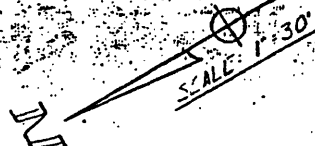
LIBER 2000 pg 551

TAX MAP DATA
SECTION: 73, BLOCK 7
LOT: 7

SUBDIVISION DATA
MAP TITLE: "WOODWIND"
BY: THEODORE WARGSTOFF, L.S.
BLOCK "A", LOT "10"

N/F
IMPROVEMENT
CORP.
BLOCK "A", LOT "19"

N/F
IMPROVEMENT
CORP.
BLOCK "A", LOT "10"



N/F
LOUIS VIRGINIA ELLONE

N/F
ANTHONY EMMA CICCOLO

NOTE:

PROPERTY LINES PLOTTED FROM
SURVEY MAP OF RECORD.

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS PLAN IS A VIOLATION OF SECTION
7209(2) OF THE NEW YORK STATE
EDUCATION LAW.

KARTIGANER
CONSULTING ENGINEERS

NEWBURGH, NEW YORK

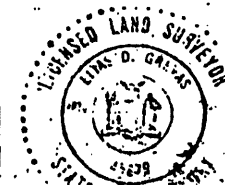
NEW WINDSOR SEWER DISTRICT NO. 17
TOWN OF NEW WINDSOR - ORANGE COUNTY
NEW YORK

UTILITY EASEMENT
IN LANDS NOW OR FORMERLY OF
NEED DEVELOPMENT CORP.

SCALE: 1"=30'
DATE: 27 FEB. 1974
REVISION: 1. 4 OCT. '74
DRAWN: P.A. 3/4
CHECKED: J.N.

SHEET 1 OF 1

11/18/1970-71



E A S E M E N T

INBRO DEVELOPMENT CORP.

and

TOWN OF NEW WINDSOR

DATED: October __, 1974

Orange County Clerk's Office, s.s.
Recorded on the 10th day
of Feb. 1975 at 9:35
of 11 A.M. in Liber 2000
of Deeds at page 548.
and Examined.

C. N. Winters

Town Attorney
Town of New Windsor
555 Union Ave.
New Windsor, NY 12550

33 QUASSACK AVE. (Rt. 9W)
NEW WINDSOR, NEW YORK 12550

Town of New Windsor

LIBER 2000 pc 552

ORANGE
COUNTY

1-5-4-8-3

REAL ESTATE
TRANSFER TAX
STATE OF
NEW YORK
\$100.00
CLERK

E A S E M E N T

In consideration of the sum of One (\$1.00) Dollar lawful money of the United States, the receipt whereof is hereby acknowledged, the undersigned, ^{IMBRO}IMBRO DEVELOPMENT CORP., a domestic corporation having an office at Nina Road, Town of New Windsor, Orange County, New York, hereinafter called, "Grantor", hereby grants unto the TOWN OF NEW WINDSOR, a municipal corporation having its offices at 555 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantee", a perpetual right of way over the following parcel of land for the use of Sewer District #17 to enter upon and lay, install, operate, maintain and replace a pipe line, man-hole or manholes and appurtenances for conveying sewage under the property of the Grantor, situated in the Town of New Windsor, Orange County, New York, described as follows:

ALL that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, being an easement for utility purposes, twenty feet, more or less (20'+) in width, being in Lot No. 11 and Lot No. 12, Block A in the Woodwind Subdivision, the centerline of which is more particularly described as follows:

PARCEL I: BEGINNING at a point in the westerly line of Philo Street, said point also being the northeasterly corner of Lot No. 12, Block A, and the southeasterly corner of Lot No. 11, Block A, in said Woodwind Subdivision, and running thence, along the division line between said Lots 11 and 12, N62° 07' 47"W 100'+ to a point, said point being the northwesterly corner of Lot No. 12 and the southwest corner of Lot No. 11.

PARCEL II: BEGINNING at a point in the northerly line of Parcel I, above described, said point being approximately ten feet (10') from the westerly line of Lot No. 11 in said Woodwind Subdivision, and running thence, approximately ten feet (10') from and parallel to the westerly line of Lot No. 11, N27° 52' 13"E 90'+ to a point in the northerly line of said Lot No. 11, said point also being in the southerly line of Lot No. 10, Block A in said Woodwind Subdivision.

ALL of which is shown on a map entitled "Utility Easement in Lands now or formerly of Imbro Development Corp." dated 27 February, 1974 and revised 4 October 1974, and prepared by Elias D. Grévas, L.S., a copy of which is annexed hereto.

2000 553

LEAD 2000 pg 554

The Grantor reserves the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sewer line or appurtenances thereto.

This grant is made upon the express conditions and reservations which shall continue and run with the land:

[a] That the Grantee shall, at its own cost and expense after completion of the original construction or the completion of future repairs to the sewer line, restore the surface of said lands and premises to substantially the same conditions as before such construction or repairs.

[b] That the sewer line and appurtenances placed in or under said right of way shall, at all times remain the property of the Grantee and under its control and supervision and the Grantor shall not interfere with or cause injury or damage to said sewer line or appurtenances.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this 25th day of November, 1974.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this 25th day of November, 1974.

BY: Israel Ingberman
William J. J. J.
TOWN OF NEW WINDSOR
BY:

STATE OF NEW YORK)
COUNTY OF ORANGE) S.:

On this 25th day of November 1974, before me personally came and appeared, ISRAEL INGBERMAN, to me known, who, being by me duly sworn, did depose and say that he resides at 2277 Homecrest Ave., Brooklyn, N. Y., that he is the Secretary of Imbro Development Corp., the domestic corporation

described in and which executed the foregoing instrument; that he knows the seal of said domestic corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the ^{order of} Board of Directors of Imbro Development Corporation that he signed his name thereto by like order.

Stephen L. Reineke
Notary Public

STEPHEN L. REINEKE
Notary Public, State of New York
Qualified in Putnam County
Commission Expires March 30, 1975

STATE OF NEW YORK)
: S.:
COUNTY OF ORANGE)

On this 12 day of ^{December} ~~October~~, 1974, before me personally came, Milton Fischer, to me known, who, being by me duly sworn, did depose and say that he resides at 1 Blooming Grove Turnpike, New Windsor, New York, that he is the Supervisor of the Town of New Windsor, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of New Windsor; and that he signed his name thereto by like order.

John M. Tinkard
Notary Public

JOHN M. TINKARD
Notary Public, County of Orange
Reg. #36-9390700
Commission Expires 03-30-76

LIBER 2000 PG 555

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

BARRY J. GOSSETT and HELENE R. GOSSETT

TO

HELENE R. GOSSETT

SECTION 73 BLOCK 6 LOT 11

RECORD AND RETURN TO:
(Name and Address)

KATHERINE A. DEMOS, ESQ.
127 STAGE ROAD
MONROE, NEW YORK 10950

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 54509 DATE 5/16/91 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove _____
CH22 Chester _____
CO24 Cornwall _____
CR26 Crawford _____
DP28 Deerpark _____
GO30 Goshen _____
GR32 Greenville _____
HA34 Hamptonburgh _____
HI36 Highlands _____
MK38 Minisink _____
ME40 Monroe _____
MY42 Montgomery _____
MH44 Mount Hope _____
NT46 Newburgh (T) _____
NW48 New Windsor ☒
TU50 Tuxedo _____
WL52 Wallkill _____
WK54 Warwick _____
WA56 Wawayanda _____
WO58 Woodbury _____
MN09 Middletown _____
NC11 Newburgh _____
PJ13 Port Jervis _____
9999 Hold _____

SERIAL NO. _____

Mortgage Amount \$ _____

Exempt Yes _____ No _____

3-6 Cooking Units Yes _____ No _____

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

CHECK ☒ CASH ☐ CHARGE ☐

MORTGAGE TAX \$ _____

TRANSFER TAX \$ 6

Ed Fund 5.00

RECORD. FEE \$ 14.00 (3)

REPORT FORMS \$ 5.00

CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: st

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on MAY 16 1991

at 10:15 O'Clock 12 M.

in Liber/Film 3444 Deed

at page 73 and examined.

Marion S. Murphy
County Clerk

RECEIVED

\$ 610 Ed Fund

REAL ESTATE

MAY 16 1991

TRANSFER TAX
ORANGE COUNTY

LIBER 3444 PAGE 73

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.KATHERINE A. DEMOS, ESQ.
127 STAGE ROAD
MONROE, NEW YORK 10950

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 54509 DATE 5/16/91 AFFIDAVIT FILED _____ 19____INSTRUMENT TYPE: DEED ☒ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

BG20 Blooming Grove _____
 CH22 Chester _____
 CO24 Cornwall _____
 CR26 Crawford _____
 DP28 Deerpark _____
 GO30 Goshen _____
 GR32 Greenville _____
 HA34 Hamptonburgh _____
 HI36 Highlands _____
 MK38 Minisink _____
 ME40 Monroe _____
 MY42 Montgomery _____
 MH44 Mount Hope _____
 NT46 Newburgh (T) _____
 NW48 New Windsor ☒
 TU50 Tuxedo _____
 WL52 Wallkill _____
 WK54 Warwick _____
 WA56 Wawayanda _____
 WO58 Woodbury _____
 MN09 Middletown _____
 NC11 Newburgh _____
 PJ13 Port Jervis _____
 9999 Hold _____

SERIAL NO. _____

Mortgage Amount \$ _____

Exempt Yes _____ No _____

3-6 Cooking Units Yes _____ No _____

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

CHECK ☒ CASH _____ CHARGE _____

MORTGAGE TAX \$ _____

TRANSFER TAX \$ ERECORD. FEE \$ 14.00 (3)REPORT FORMS \$ 5.00

CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerkby: SS

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on MAY 16 1991
 at 10:15 O'Clock PM
 in Liber/Film 3444 Deed
 at page 73 and examined.

Marion S. Murphy
 County Clerk

K. Demas
 RECEIVED
 \$ Exempt
 REAL ESTATE
 MAY 16 1991
 TRANSFER TAX
 ORANGE COUNTY

LIBER 3444 PAGE 73

ORG 05/16/91 10:18:31 20555 19.00
 ***** EDUCATION FUND: 5.00 *****
 DEED CONTROL NO: 54509 .00 *
 ***** SERIAL NUMBER: 006192 *****

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 14th day of May, nineteen hundred and ninety-one
BETWEEN

BARRY J. GOSSETT and HELENE R. GOSSETT, husband and wife,
as tenants by the entirety, residing at 68 Lake Street,
Upper Saddle River, New Jersey 07458, and 413 Philo Street,
New Windsor, New York 12553, respectively,

party of the first part, and

HELENE R. GOSSETT, residing at 413 Philo Street, New
Windsor, New York 12553

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ANNEXED

-SPOUSAL TRANSFER -- NO CONSIDERATION PAID

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises. TO HAVE AND TO

BARRY J. GOSSETT and HELENE R. GOSSETT, husband and wife,
as tenants by the entirety, residing at 68 Lake Street,
Upper Saddle River, New Jersey 07458, and 413 Philo Street,
New Windsor, New York 12553, respectively,

party of the first part, and

HELENE R. GOSSETT, residing at 413 Philo Street, New
Windsor, New York 12553

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ANNEXED

INTER-SPOUSAL TRANSFER -- NO CONSIDERATION PAID

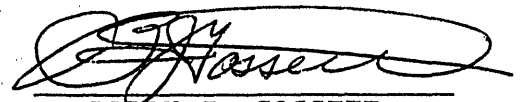
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

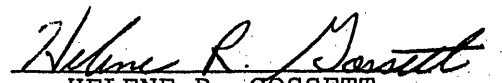
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



BARRY J. GOSSETT



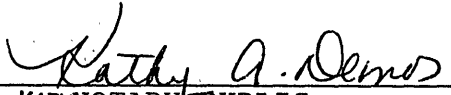
HELENE R. GOSSETT

STATE OF NEW YORK, COUNTY OF ORANGE

On the 14th day of May 19 91, before me personally came

HELENE R. GOSSETT

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.


KATHY A. DEMOS
Notary Public, State of New York
No. 41-4326847
Qualified in Orange County
Commission Expires March 30, 1992
8/31

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

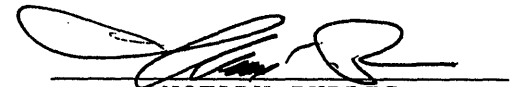
, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF New York

On the 8th day of May 1991, before me personally came.

BARRY J. GOSSETT

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


NOTARY PUBLIC
MURRAY J. RICHMOND
Notary Public, State of New York
No. 3275540
Qualified in New York County
Commission Expires March 30, 1991
MBV

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

BARRY J. GOSSETT and HELENE R. GOSSETT

TO

HELENE R. GOSSETT

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of
First American Title Insurance Company of New York

RETURN BY MAIL TO:



Zip No.

Kathy A. Demos
KATHY A. DEMOS
Notary Public, State of New York
No. 41-15268
Qualified in Orange County
Commission Expires March 30, 1992
8/31

Murray J. Richmond
NOTARY PUBLIC

MURRAY J. RICHMOND
Notary Public, State of New York
No. 3275540
Qualified in New York County
Commission Expires March 30, 1991
MB

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

BARRY J. GOSSETT and HELENE R. GOSSETT

TO

HELENE R. GOSSETT

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of
First American Title Insurance Company of New York

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

First American Title Insurance Company
of New York



Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 3444 PAGE 75

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, being shown and designated as Lot 7, Block B as shown on a certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 and filed in the Orange County Clerk's Office on September 25, 1972 as Map #2869 (2 sheets).

SUBJECT TO covenants, restrictions and easements of record, if any.

SUBJECT TO a certain Mortgage with Albany Savings Bank which Mortgage was recorded on the 23rd day of April, 1974, in the Orange County Clerk's Office in Liber 975 of ~~Mortgages~~ Deeds at Page 994, having an approximate unpaid principal balance of \$25,763.24.

SUBJECT TO a certain home equity loan with Norstar Bank which home equity loan was recorded on the 4th day of ~~September~~ August, 1987, in the Orange County Clerk's Office in Liber 2766 of Mortgages at Page 321, having an approximate unpaid principal balance of \$2,336.22.

BEING AND INTENDED TO BE the same premises as conveyed by Inbro Development Corp. to Barry J. Gossett and Helene R. Gossett, husband wife, as tenants by the entirety, by deed dated April 23, 1974 and recorded in the Orange County Clerk's Office in Liber 1975, at Page 992, on the 24th day of April, 1974.

GOSSETT-FOX, HELEN

Ms. Helen Gossett-Fox appeared before the board for this proposal.

MR. NUGENT: Request for (1) 2 ft. 5 in. rear yard variance and (2) variance contrary to Section 48-14(4) for existing shed, (3) 10 ft. rear yard, (4) for existing deck which projects closer to road than principal building and (6) 5 ft. fence which also projects closer to road than principal building at 413 Philo Street in an R-4 zone.

MR. LUCIA: This is very complicated, if you look at the file, there are 6 separate denials from the building inspector, maybe if we take them one at a time it might be easier to go through them. The first one I believe is for a shed which is only seven feet seven inches from the property line where a ten foot side yard is required. That would be pursuant to Section 4814 A 1 B. There's no sketch?

MS. GOSSETT-FOX: I do have pictures.

MR. LUCIA: If you would just indicate to the board where the shed is, this is the first time we've seen this. That is only seven feet seven inches off your rear property line or side?

MS. GOSSETT-FOX: No, I believe that it is the rear property line.

MR. LUCIA: It's a corner lot. Mike, did we make a determination as which is rear, which is side on this since this is a corner lot, I guess probably the shed would be on the side or that is the narrowest dimension?

MR. TANNER: Don't you have two front?

MR. LUCIA: Then you have to take which is side or rear depending on which is most favorable.

MR. BABCOCK: Rear yard is the one that is, that she has 30 feet on that is the one we considered yes, the

larger of the yards.

MS. GOSSETT-FOX: Right, that is right.

MR. BABCOCK: So we have it down as rear yard is what you're saying.

MR. LUCIA: No, doesn't indicate anything that I can tell on the front.

MR. BABCOCK: Actually, the shed, there's no requirement, it's not a rear yard or side yard, just ten foot from any lot line so what we say it's ten feet, she's providing 7 foot 7 so she needed two foot five inches, that is on number one. On number 2 is for the shed also and that is in reference to 4814 which shed should not to project closer to the street than the principal building. So it is 4814 A 4, no problem.

MR. LUCIA: Third one page 3 is for the deck insufficient rear yard.

MR. BABCOCK: Yes, they are providing 30 feet you know something that is not rear yard.

MR. LUCIA: That is side yard now.

MS. GOSSETT-FOX: There are two decks on the property which one are we addressing?

MR. LUCIA: Let me point out one of them to you.

MR. TORLEY: I'm looking at this is decks and they are not to my mind decks, they are just platforms on the ground. I would consider them more landscaping than decks, they are not raised, they are just like--

MR. BABCOCK: Whatever you want to consider them, fine with me. That is not what the code considers them as if it is attached to the house, it would be an accessory structure.

MR. TORLEY: Just call them landscaping.

MR. TANNER: Isn't it a patio if it is sitting on the ground?

MR. BABCOCK: You guys make the interpretations, go ahead. You know, there's a real fine line there, that is the problem that you have.

MR. LUCIA: Why don't we discuss them individually, the deck that is next to the house, is that physically attached to it?

MS. GOSSETT-FOX: No it is not, it's a freestanding platform deck, yes.

MR. BABCOCK: But the definition that we've always used is if it is attached to the house as far as we're concerned because it's against the house if you leave the house, go down on the lawn, then re-enter a deck, then it's for purposes of the code not attached so by that just being an inch away does not exclude, it's still attached.

MR. LUCIA: We would need a side yard variance on the deck that is attached to the house?

MR. BABCOCK: Yes.

MR. TORLEY: If we considered those not decks but patios, what are the requirements for setbacks?

MR. BABCOCK: Ten feet.

MR. LUCIA: Too close for ten feet anyway.

MR. BABCOCK: The one next to the house is a requirement setback for the house, it's attached.

MR. TANNER: Developmental coverage also I think we're real close.

MR. BABCOCK: I didn't do the denial, you have got a 21 by 15 deck and you have a 21 by 15 deck, they are both the same size.

MS. GOSSETT-FOX: Correct.

MR. BABCOCK: They don't appear that way in the survey, that is why I am getting it confused.

MR. TORLEY: Because the photographs doesn't show what the survey looks like as far as the other deck, if you look at the, at the photograph, the deck next to the shed is the little rectangular structure.

MR. BABCOCK: Well--

MR. LUCIA: Distinguish them one attached and one freestanding.

MR. BABCOCK: So as far as the freestanding deck that freestanding deck should be ten feet from the property line so denial 3, number 3 should be a side yard required of ten foot, the deck is 7 foot 7 so 2.5 again that is the same as the shed because it lines up with the shed.

MR. TORLEY: If it lines up with the shed, does he need a separate one?

MR. LUCIA: This may be nitpicking, the survey makes it look like it's closer, is it actually in line?

MS. GOSSETT-FOX: Well, it's up against the shed, the shed.

MR. LUCIA: In relation to your neighbor's property line, this drawing makes it appear that the deck is just a little bit closer to the line than the shed is.

MS. GOSSETT-FOX: The deck is.

MR. LUCIA: We need that measurement how close the deck is to the property line when you get it, tell Mike.

MR. TORLEY: My question reflects back the other way if you have the deck next to the shed and the deck is the one closest to the side yard, do you need one for the shed?

MR. BABCOCK: Sure, different structure. Basically if

you are putting an addition on your house and you have a non-conforming setback and you want to continue with that setback, no problem but when it's a separate structure, you're looking at it's 2 different items. Matter of fact, we had a discussion about that earlier this week or beginning of last week so we need the numbers on that, we don't know what that is.

MR. LUCIA: Number 4 would be five foot high fence closer to the road than the house that projects forward of the building line.

MR. TORLEY: That is part of the security for the pool.

MS. GOSSETT-FOX: That is correct, I was told I couldn't put in the pool if I put in the fence yet when I got the C.O. it wasn't for the pool and fence.

MR. LUCIA: Fence is closer than ten feet to the neighbor's property line?

MS. GOSSETT-FOX: Yes, it is and I did get letters from both the surrounding neighbors.

MR. LUCIA: When you come back for the public hearing, couple sections of the ordinance become relevant to the fence variance that would be 4814 C 1 c [1], 4814 A 4 and 4814 A 1 B. Another question I think you're going to have to determine the measurement on if you were to extend out this corner, if you extend that out to the point that would intersect if those were straight rather than curved and measure from that point 30 feet back, you want to determine whether or not this fence is within 30 feet of that corner.

MR. NUGENT: According to this, it's not.

MR. LUCIA: Just clearly determine the measurement if it is more than 30 feet, there's not a problem. If it is less than 30 feet, we need another variance. Ban.

MR. BABCOCK: Dan, when you go on, you'll find that the last two variances that are together are for that existing wood deck back there. I think we can eliminate number 3. Three was definitely for the deck

that is next to the house because it stands by itself and that deck doesn't require a variance cause it's in the side yard and it's more than the 15 feet so number 3 we can disregard. If you go to the next one, which is the 5 foot fence not allowed in the front yard project closer to the street than the principal building, we understand that. The next one is for the deck and apparently she said that the deck is seven feet from the property line cause it does project a little farther than the shed and she's asking for three foot variance there and then the next one would be for that same deck that projects closer to the street than the principal building again so when he tagged them together, it made sense which deck is which deck.

MR. TORLEY: We don't charge by the variance.

MS. GOSSETT-FOX: Thank God.

MR. LUCIA: On 5, we'll have a side yard variance generated both because it's in the side yard and also an accessory structure closer than ten feet.

MR. BABCOCK: We have a separate one for that Dan number 4 is the side yard, they have it under rear yard but it's not a side or rear yard, she's providing 7 so she needs a variance of 3 and then the next sheet is existing deck projects closer to the street than the principal building.

MR. NUGENT: We have got a problem.

MS. BARNHART: I want all new sheets.

MR. NUGENT: Our 4 is 5, is the five foot fence now you have got us totally confused.

MR. LUCIA: Page 4 is the five foot fence in the front yard.

MR. BABCOCK: Number one is the shed.

MR. NUGENT: That is 5.

MR. BABCOCK: Number 2 is for the shed which is 4814 A

4.

MR. NUGENT: Right.

MR. BABCOCK: Number 3, 6.

MR. NUGENT: Is out. That was the ten foot variance request.

MR. BABCOCK: So number 3 is the five foot fence, we want to take it out, we don't want to call it a variance and it's not going to be there.

MR. BABCOCK: Number 4 is the deck ten foot to the property line and number 5.

MR. LUCIA: On that one we have accessory structure too so that would include 4814 A 1 B and then 5 is--

MR. BABCOCK: 4814 A 1 B is the ten foot requirement.

MR. LUCIA: Right and then 5 would be the deck projecting closer to the road than the house.

MR. BABCOCK: Right and do I need to add 4814 A 4?

MR. LUCIA: Right and we need front yard or just closer to the road.

MR. BABCOCK: Yes.

MR. LUCIA: I think we have it straightened out.

MR. TANNER: Now, you need 6 for developmental coverage.

MR. LUCIA: Yes, check developmental coverage on the lot, I don't know what the maximum permitted percentage is in this zone offhand.

MR. BABCOCK: I think it's 30 percent in a R-4 zone.

MR. TANNER: You have got an easement going through here for gasoline so that is going to even chop more out of it.

MS. GOSSETT-FOX: That is not on my property, that is in the back.

MR. TANNER: Shows the easement going through your property.

MS. GOSSETT-FOX: Does it really?

MR. TANNER: Yes.

MR. LUCIA: What you need to compute but you need to compute the total area of your lot that is not grass or dirt and that covered portion of the lot, be it covered with buildings, drives, pools, decks, sheds, what have you, should not exceed 30 percent of the gross area of the lot. If it does, then we need another line item for developmental coverage in excess of the maximum permitted and when I say gross area, you need to reduce the gross area but the area of the utility easement that cuts across your corner.

MR. NUGENT: Are you selling this house?

MS. GOSSETT-FOX: Yes, my home is sold and it cannot close until I get a variance. Apparently, I was under a very big misconception as a lot of homeowner's in New Windsor are in not thinking that I needed a permit to do any structural, that is movable and obviously I was under a very big misconception and didn't know it until now when my house is sold. So now the home is sold and they want to close. That is one of the features that sold the house is the back yard because it is very pretty, that is one of the things that sold the home for me.

MR. NUGENT: You should be aware that this is not a two week thing, you're probably looking at six weeks minimum.

MS. GOSSETT-FOX: I realize that. What I am asking the Town if I can have some kind of a letter from the Town stating that I have applied for the variance and that I am trying to get it.

MS. BARNHART: Doesn't mean anything to the bank, they want to know that the variance has been granted period that we can give you after it's granted but--

MR. LUCIA: If you can renegotiate with the bank for them to hold back an escrow that is fine but we'll give you the letter saying it's in process but you need to take it further with the bank.

MS. GOSSETT-FOX: At least if I can say it is in process that might help with the closing and then I'll of course complete the process.

MR. TORLEY: Move we set the lady up for a public hearing.

MR. TANNER: Second it.

ROLL CALL

MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. LUCIA: There's an instruction sheet, just read that over, fill out the application, return it to Pat. If you have any questions, she can help you with that. I'm going to give you a copy of Section 267B of the Town Law and I put an arrow in the margin next to the area variancee section everything you're applying for although it seems complicated all fall under the category of area variance and the tests are exactly the same. There are five factors listed there, they all deal with the proof this board needs in order to pass on each of your area variances. We need to weigh the benefit to you if the variance is granted against the detriment of the health, safety and welfare of the community by allowing you to get this variance. When you come back, be prepared to speak to those five issues. When you return the application to Pat, submit two checks, both payable to the Town of New Windsor, one for \$50 application fee and one for \$292 fee against Town consultant review fees the board has in

November 8, 1993

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handling your application. Also when you come back, we'd like to see copy of the deed and copy of the title policy and the board's satisfied with the photographs that we have that show everything we need?

MR. HOGAN: Yes.

MR. LUCIA: If you are successful in closing, we need the new owner to join with you, we need them as part of it also.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

59

1763

November 24, 1993

Helene Gossett-Fox
413 Philo St.
New Windsor, NY 12553

Re: Tax Map Parcel #73-6-11

Dear Ms Gossett-Fox:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

Leslie Cook

LESLIE COOK
Sole Assessor

LC/po
Attachments
cc: Pat Barnhart

Gosda, Keith D. & Katherine M.
310 Nina Street
New Windsor, NY 12553

Lathrop, John & Pamela
312 Nina Street
New Windsor, NY 12553

Wasilchuk, Bruce A. & Carolyn J.
314 Nina Street
New Windsor, NY 12553

Lieby, Joseph & Regina
411 Philo Street
New Windsor, NY 12553

Riley, Roy W. & Stephanie A.
409 Philo Street
New Windsor, NY 12553

Coyle, Mary M.
407 Philo Street
New Windsor, NY 12553

Soule, Monica
405 Philo Street
New Windsor, NY 12553

Siskind, Martin A. & Judith D.
403 Philo Street
New Windsor, NY 12553

Roche, Martin F. & Maureen
503 MacNary Road
New Windsor, NY 12553

Servedio, Frank D. & Jeanette J.
419 Philo Street
New Windsor, NY 12553

Rones, Joseph & Ellen
417 Philo Street
New Windsor, NY 12553

Bealkowski, Joseph & Jean Y.
415 Philo Street
New Windsor, NY 12553

McCrossen, Donald G. & Susan J.
404 Philo Street
New Windsor, NY 12553

Mulligan, Thomas P. & Lori J.
406 Philo Street
New Windsor, NY 12553

3
Moresco, Vincent J. & Susan J.
408 Philo Street
New Windsor, NY 12553

Normand, Richard & Lorraine
410 Philo Street
New Windsor, NY 12553

Leu, Ed-Soon & Richard & Mary
412 Philo Street
New Windsor, NY 12553

Parise, Frank A. & Susan A.
414 Philo Street
New Windsor, NY 12553

Scalard, Paul M. & Luewona L.
416 Philo Street
New Windsor, NY 12553

Sottile, John D.
418 Philo Street
New Windsor, NY 12553

Ross, James D. & G. Suzanne
420 Philo Street
New Windsor, NY 12553

Valley, Dwight E. Jr. & Nancy E.
422 Philo Street
New Windsor, NY 12553

Fleming, Robert B. & Vicky A.
424 Philo Street
New Windsor, NY 12553

Spina, Charles M. & Marie
38 A Susan Drive
New Windsor, NY 12553

McCaffrey, Thomas J. & Maureen
428 Philo Street
New Windsor, NY 12553

Kearney, Gregory M. & Lynn C.
430 Philo St.
New Windsor, NY 12553

Hanley, Barbara
432 Philo Street
New Windsor, NY 12553

Logerfo, Robert & Jeanette
434 Philo Street
New Windsor, NY 12553

Serbus, Michael W.
510 Union Ave.
New Windsor, NY 12553

Venus, Eva G.
303 Nina St.
New Windsor, NY 12553

Sperrey, Llewellyn A. & Mary B.
502 Union Ave.
New Windsor, NY 12553

Walmsley, Gordon L. & Janet M.
30 Oxford Rd.
New Windsor, NY 12553

Rizzo, Anthony A. & Susan J.
10 Oxford Rd.
New Windsor, NY 12553

Giammarco, Josephine R. & Hugo
28 Oxford Rd.
New Windsor, NY 12553

Peters, Rosalie Margaret
8 Oxford Rd.
New Windsor, NY 12553

Cafarelli, Ralph A. & Raylene A.
25C Barclay Manor
Newburgh, NY 12550

Gilbert, H. Joseph & Angela M.
29 Oxford Rd.
New Windsor, NY 12553

Cicccone, Louis R. & Virginia
31 Oxford Rd.
New Windsor, NY 12553

Cicccone, Anthony F.
33 Oxford Rd.
New Windsor, NY 12553

Heidmann, Richard O. & Winifred I.
35 Oxford Rd.
New Windsor, NY 12553

Disalvo, Frank & Carmela
37 Oxford Rd.
New Windsor, NY 12553

Velson, David L.
317 Nina Street
New Windsor, NY 12553

Passantino, Peter & Mamie
315 Nina Street
New Windsor, NY 12553

Steinard, Farah
313 Nina St.
New Windsor, NY 12553

Meo, Richard & Jean
311 Nina St.
New Windsor, NY 12553

Hicks, Ronnie L. & Carol Ann
309 Nina St.
New Windsor, NY 12553

Langle, Richard P. & Patricia
307 Nina St.
New Windsor, NY 12553

Divincenzo, Cheryl
305 Nina St.
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Central Hudson Gas & Electric Corp.
c/o Tax Agent
South Road
Poughkeepsie, NY 12602

Newburgh City School District
PO Box 711
Newburgh, NY 12550

Lark, Richard & Patricia M.
532 Union Ave.
New Windsor, NY 12553

Young, Ernest & Lillian
524 Union Ave.
New Windsor, NY 12553

Zaloga, Matthew S. & Anne M.
522 Union Ave.
New Windsor, NY 12553

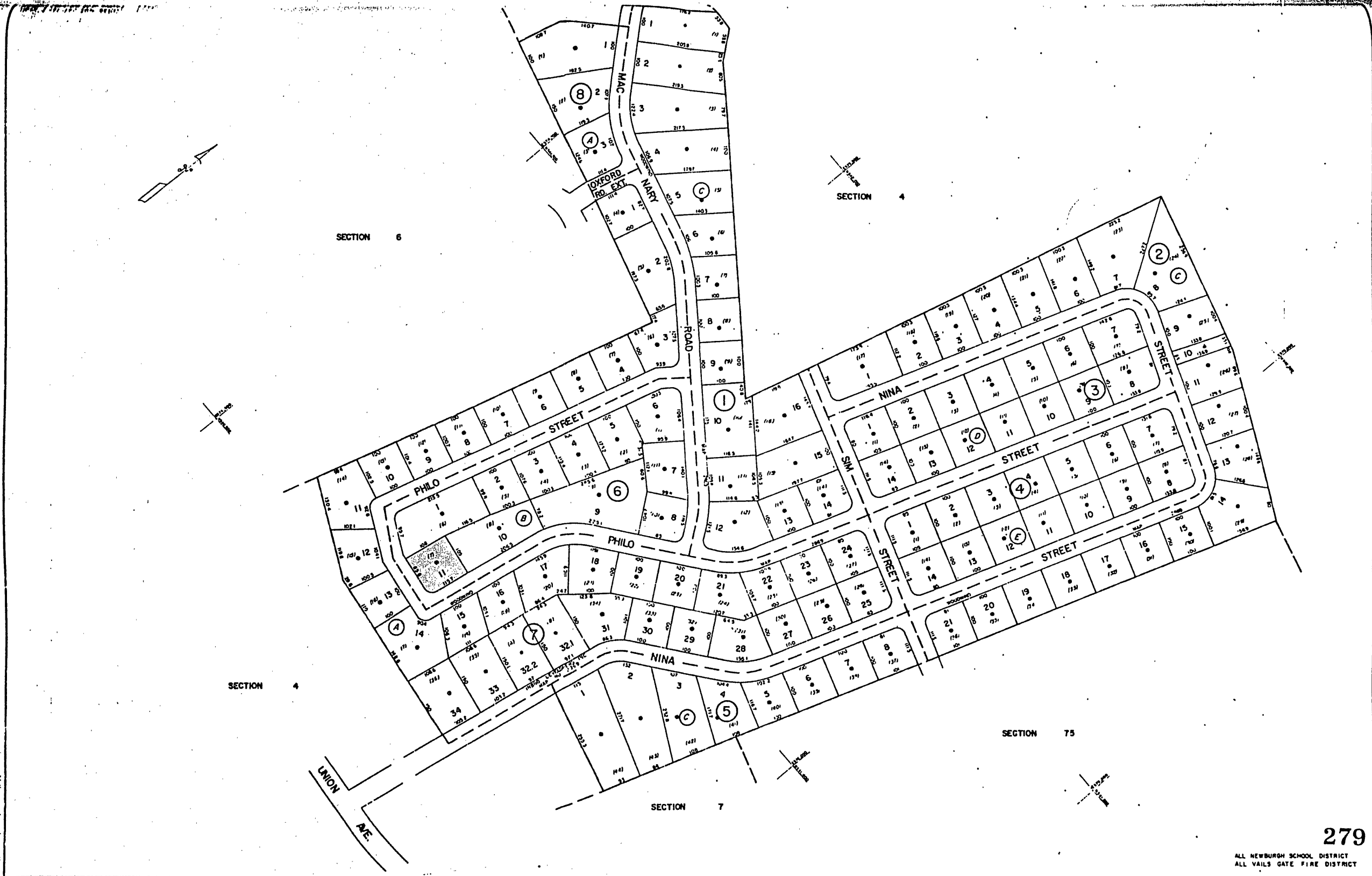
Domingues, Carlos
46 Candle Stick Rd.
Newburgh, NY 12550

Corkedale, Helen A.
500 Route 9W
Newburgh, NY 12550

Schjorring, John J. & Marureen G.
4 Oxford Rd.
New Windsor, NY 12553

VanDyk, Muriel E.
2 Oxford Rd.
New Windsor, NY 12553

Paolo, Elizabeth H. &
Sperry, Llewellyn A. & Mary B.
502 Union Ave.
New Windsor, NY 12553



Prepared by
 ORANGE CO. TAX MAP DEPT.
 MAIN ST., GOSHEN, N. Y. 10924
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	CASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LINE	MATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY LINE			TOWN ROADS

ORANGE COUNTY~NEW YORK

Photo No. 8-539,541 Date of Map 10-24-72
 Date of Photo 3-1-65 Date of Revision 3-1-91
 Scale 1" = 100'

TOWN OF NEW WINDSOR

Section No. 75

279

ALL NEWBURGH SCHOOL DISTRICT
 ALL VAILS GATE FIRE DISTRICT

Area of the improvements (including house, driveway, concrete, shed, decks, pool & retaining wall) is +/- 4394 square feet.

(40% COVERAGE)

REC
11-30-93
(140)

GAS LINE
EASEMENT

NIF LIEBY
DEED L. 1967 P. 222
F.M. # 2869 BLK. B' LOT 6

N 22° 31' 15" E
108.04'

NIF BEALKOWSKI
F.M. # 2869 BLOCK 'B' LOT 8
DEED L. 1966 P. 807
S 67° 24' 45" E
105.00'

AREA: 0.25 AC.
11,063 SF

F.M. # 2869
BLK. B' LOT 7
S 22° 31' 15" W
85.00'

PHILO STREET
PAVED
TO NINAST.

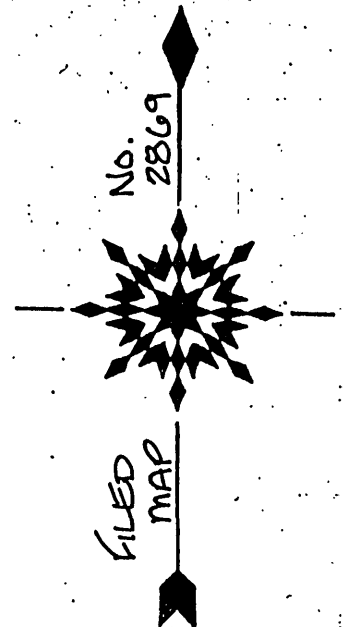
A SURVEY OF LANDS OF HELENE R. FOX-GOSSETT

TO BE CONVEYED TO

THOMAS LAURINO AND FRANCINE LAURINO

Town of New Windsor
Orange County
New York

Tax Map No. 4800 Sec. 73 Blk. 06 Lot 11



CONC. CURB

MANHOLE

PHILO STREET
PAVED

AUGUST 18, 1993

SCALE: 1" = 20'

93 - 25

This map is the result of a field survey of August 9, 1993 and is true and correct to the best of my knowledge. It is so certified to Thomas and Francine Laurino, Helene R. Fox-Gossett, Arcs Mortgage Inc., Old Republic Land Title Ins. Co., and the Town of New Windsor.

Francis E. Whitaker, L.S.
4 Central Ave., Newburgh, N.Y.

